

# Memphis Downtown Parking Facilities

2024 RESTORATION



## PROJECT SPECIFICATIONS

Issued for Bid

May 03, 2024

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**SECTION 000003 – INSTRUCTIONS FOR BIDDERS (IFB)**

**MEMPHIS DOWNTOWN PARKING FACILITIES 2024 RESTORATION**

**IFB-SECTION 1 DEFINITIONS AND THE WORK**

IFB - Section 1.1 Bidding Definitions

The terms defined in any of the Contract Documents, particularly in the General Conditions, are applicable to these Instructions to Bidders and must also be referenced. Generally, terms that begin with capital letters as defined in the General Conditions may also be explained in further detail in these Instructions to Bidders. Each BIDDER must carefully check all definitions in order to understand the requirements of the Contract Documents. Definitions relevant to Bidding include, but are not limited to the following:

- A. **Bid**  
Refers to all Bid Forms and other documentation, completed and properly executed, which are required by these Bidding Documents to be submitted for consideration of an Award of the Contract Documents.
- B. **Bidder**  
Refers to a person or entity (corporation, partnership, joint venture or otherwise) submitting a Bid.
- C. **Bidding Documents**  
Refers to both the Contract Documents and all items which are required to be submitted with and as a part of the Bid.
- D. **Bid Date and Time**  
Bids will be received until **2:00 pm, prevailing time, on 05/31/2024**, (the "Bid Date and Time") in the office of the OWNER at the following address:

**Ms. Lauren Bermudez, Transportation Manager  
Downtown Memphis Commission (DMC)  
114 North Main Street  
Memphis, TN 38103**

Bids received after the Bid Date and Time will be returned unopened. Bids shall also be scanned in color and emailed to the following:

<b>Lauren Bermudez,</b>	<a href="mailto:bermudez@downtownmemphis.com">bermudez@downtownmemphis.com</a>
<b>Brett Roler</b>	<a href="mailto:roler@downtownmemphis.com">roler@downtownmemphis.com</a>
<b>Penelope Springer</b>	<a href="mailto:springer@downtownmemphis.com">springer@downtownmemphis.com</a>
<b>Kevin Carrigan, PE</b>	<a href="mailto:kcarrigan@tha-consulting.com">kcarrigan@tha-consulting.com</a>
<b>Ryan Klass, EIT</b>	<a href="mailto:rklass@tha-consulting.com">rklass@tha-consulting.com</a>
<b>Dominic Barbone</b>	<a href="mailto:dbarbone@tha-consulting.com">dbarbone@tha-consulting.com</a>

E. **Contract Documents**

Agreement between Owner and Contractor, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

F. **Successful Bidder**

Refers to the Bidder receiving an Award of the Contract Documents.

**IFB - Section 1.2 The Work: Award of General Construction Contract**

A Summary and description of the Work is provided in the Technical Specifications. The OWNER has the right to require the SUCCESSFUL BIDDER to perform any or all of the Work for the amounts set forth in its Bid.

The Work of this contract consists of the general construction (including trade subcontracts as necessary) as further and more fully set forth in the Contract Documents.

A. **Copies of Bid Form; No License Granted**

The OWNER will make the Contract Documents available for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Contract Documents.

**IFB-SECTION 2 REQUESTS FOR INFORMATION AND ADDENDUM**

**IFB-Section 2 Bidder's Review Of Bidding Documents and Site**

A. **Examination, Comparison, and Correlation of Bidding Documents and Site**

All BIDDERS are to carefully examine, compare, and correlate the site of the proposed work, the Proposal, Drawings, Specifications, Addendums, Conditions of the Contract, the Contract, and all other Bid Documents before submitting a proposal. BIDDERS should inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed as specified herein. Submission of a bid shall be considered evidence that the BIDDER has made such examination and is satisfied as to the requirements of all Bid Documents. The successful BIDDER will not be allowed any extra compensation by reason of any matter or thing concerning which said BIDDER might have fully informed itself, because of its failure to become informed prior to the bidding.

The BIDDER shall submit Requests for Information and Clarification to the ARCHITECT and OWNER of any alleged Conflict.

Any requests for information / clarifications, further information, or a pre-bid request to use Equal Items or Substitute Items in connection with the Work will only be addressed if:

- Submitted on the BIDDER RFI FORM, and received by the following representatives on or before **5:00 pm**, prevailing time, **4 business days** prior to the bid date:
  - **Kevin Carrigan**, at [kcarrigan@tha-consulting.com](mailto:kcarrigan@tha-consulting.com)
  - **Ryan Klass**, at [rklass@tha-consulting.com](mailto:rklass@tha-consulting.com)

- **Dominic Barbone**, at [dbarbone@tha-consulting.com](mailto:dbarbone@tha-consulting.com)
- **Lauren Bermudez**, at [bermudez@downtownmemphis.com](mailto:bermudez@downtownmemphis.com)
- **Brett Roler**, at [roler@downtownmemphis.com](mailto:roler@downtownmemphis.com)
- **Penelope Springer**, at [springer@downtownmemphis.com](mailto:springer@downtownmemphis.com)

If deemed necessary or appropriate by the **OWNER**, an Addendum may be issued on or before **5:00 pm**, prevailing time, **2 business days** prior to the bid date. All RFI responses and Addendums can be found utilizing the Downtown Memphis Commission website listed below:

- <https://downtownmemphis.com/about/business-improvement-district/community-rfps-and-rfqs>

**B. Changes Made by Written Addendum Only**

Any Determination which the OWNER and/or the ARCHITECT shall decide to issue, whether upon its own initiative or in response to questions and issues raised either at the Pre-Bid Conference or in requests for information / clarifications submitted by BIDDERS, will be in the form of a written Addendum. Each BIDDER shall ascertain that it has received any Addendum which may have been issued and shall acknowledge receipt of same in its Proposal, where indicated. If granted, a pre-Bid approval of proposed Equals or Substitutions will be set forth in an Addendum. BIDDERS shall not rely upon approvals purported to be made in any other manner.

**C. Procedure for Issuing Addenda**

Except an Addendum either withdrawing the request for Bids or one which includes postponement of the presently-scheduled Bid Date and Time, no Addendum will be issued later than **TWO (2) days** (excluding Saturdays, Sundays and holidays) prior to the Bid Date. Addendums will be emailed to BIDDERS who have registered with the OWNER.

## **IFB-SECTION 3 BIDDING PROCEDURES**

### **IFB - Section 3.2 Use of Complete Sets of Documents**

BIDDERS shall use the complete set of Bidding Documents in preparing its Bid. The OWNER assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bidding Documents.

Copies of the Contract Documents may be obtained on and after, 03/08/2024 utilizing the Downtown Memphis Commission's website noted below:

<https://downtownmemphis.com/about/business-improvement-district/community-rfps-and-rfqs>

### **IFB - Section 3.3 Completion of Bids**

All items of the Work shall be included in a Bid and all information requested in the Bid Forms shall be supplied. All blanks shall be filled in by typewriter or manually in ink. Where so indicated, sums shall be expressed in both words and figures. Interlineations, alterations and erasures must be initialed by the signatory to the Bid. *All Bid Forms shall be completed and submitted in accordance with all requirements.*

**IFB -Section 3.4 *Submission of Bids***

Bids shall be deposited at the designated location prior to the Bid Date and Time. Each BIDDER is fully responsible for timely delivery at the designated location, regardless of the mode of delivery. Oral, telephonic, telegraphic or faxed Bids, or other bids which are delivered unsealed are invalid and will not receive consideration.

In no case shall the OWNER have any responsibility for a Bid which is not timely received due to delay for any reason, including but not limited to traffic delay, messengering, mislabeling, delays due to mail delivery, misdirection from any source or otherwise.

There will not be a public bid opening. Contractor selection will be made by the Owner on a best value basis.

A Bid shall be submitted in an envelope which is sealed and which is clearly marked on the outside with the name of the OWNER, the name and address of the Bidder and the Contract Name for which the Bid is being submitted.

**IFB - Section 3.5 *Modification or Withdrawal of Bids***

**A. *Withdrawal or Cancellation After Submission***

By submitting a Bid each BIDDER should agree that they will not attempt to modify, withdraw or cancel their Bid for ninety (**90**) days after the Bid Date and Time (or such longer time to which the BIDDER may agree).

**B. *Withdrawal or Modification Before Submission***

A Bid submitted prior to the Bid Date and Time may only be modified or withdrawn by a written notice to the OWNER, at the address specified in the Advertisement for Bids, over the signature of the BIDDER and which notice is received by the OWNER prior thereto. Any modification to a Bid may be accomplished only by a written withdrawal of the original Bid and submission of a new Bid which conforms with each and every requirement of the Bidding Documents, including Bid Security, which shall be in an amount sufficient for the Bid as modified and re-submitted.

**IFB - Section 3.6 *Evaluation of Bids: Discrepancies***

**A. *Evaluation: Rejection of Bids***

The OWNER will evaluate Bids by considering the qualifications of the BIDDER, whether or not the Bid complies with all prescribed requirements and the Bid Price. The OWNER will conduct such investigation as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the BIDDER to perform the Work as required by the Bidding Documents. The OWNER retains the right to reject any Bid which fails any such evaluation.



**B. Discrepancies**

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**IFB - Section 3.7 Rejection of Bids and Waiver of informalities**

The OWNER shall have the right to reject any or all Bids to the full extent of its discretion including without limitation, any bid which is in any way unbalanced, unreasonable, non-conforming, unqualified, incomplete, non-responsive or otherwise irregular. The OWNER further reserves the right to waive informalities or irregularities to the full extent of its discretion. The OWNER reserves the right, when it is in its best interest to do so, to award the Contract Documents in whole or in part, to waive any informalities in, or to reject any or all Bids.

**IFB - Section 3.8 No Liability of OWNER or its Representatives**

Under no circumstances shall the OWNER, or any other person engaged or employed by or affiliated with any of the above, be liable for costs, expenses, or damages of any kind incurred by any BIDDER by reason of the rejection of any or all Bids, or by reason of any error or omission in the Bidding Documents or the Contract Documents which may occasion the rejection of any or all Bids.

**IFB - Section 3.9 Award of Contract Documents**

Subject to its right to reject bids, the OWNER intends to Award the Contract Documents to the qualified and responsible BIDDER. In addition to the consideration of the equal business opportunity (EBO) policy as follows:

The DMA strives for a goal of at least twenty-five percent (25%) participation in all projects by minority and/or women-owned business enterprises (MWBES). The selected consultant is required to proactively reach out to MWBES and provide a fair opportunity to receive notice, to bid on, and be considered for selection of any potential subcontracting opportunity associated with this project. In your response to the RFQ, please indicate how your firm will meet this goal in conducting the project, and how your firm will make best faith efforts toward achieving the goal.

**IFB-SECTION 4 BID FORMS AND RELATED SUBMITTALS**

**IFB - Section 4.1 Bid Form**

The Proposal shall be submitted on an all-inclusive basis and shall include the entire cost of the Work. All blanks must be filled in.

**IFB - Section 4.2 List of Subcontractors**

**A. List of subcontractors**

Every BIDDER must disclose any subcontractors it proposes to use. Consideration must be taken into account for the equal business opportunity (EBO) policy as follows:

The DMA strives for a goal of at least twenty-five percent (25%) participation in all projects by minority and/or women-owned business enterprises (MWBES). The selected consultant is required

to proactively reach out to MWBEs and provide a fair opportunity to receive notice, to bid on, and be considered for selection of any potential subcontracting opportunity associated with this project. In your response to the RFQ, please indicate how your firm will meet this goal in conducting the project, and how your firm will make best faith efforts toward achieving the goal.

**B. Disqualification of Subcontractors**

The OWNER will notify the apparent lowest responsible BIDDER in writing if, after due investigation, there are grounds for reasonable objection to any proposed person or entity. A Bid may be disqualified and therefore rejected if the OWNER has reasonable objection to same.

**IFB - Section 4.3 Bonds**

Performance and payment bonds are required for this project. Performance and Payment bonds shall be provided by the Awarded Contractor within ten (10) days of the Award. Performance and payment bonds shall be for 100% of the contract amount.

**IFB - Section 4.4 Labor**

The Contractor may use union or non-union labor, or both. The Contractor shall take reasonable measures to minimize the likelihood of any strike, work stoppage or other disturbance and shall work diligently to resolve any such events that should occur in a timely manner.

**IFB - Section 4.5 Insurance Requirements**

The Contractor must carry General Liability insurance coverage in a minimum amount of \$1,000,000 per each occurrence, and \$2,000,000 General Aggregate, as well as Workers Compensation in a minimum amount of \$500,000 per each accident and vehicle insurance. These minimum coverages will be in effect for the length of the Agreement and at least ninety days thereafter. This insurance shall cover, but is not limited to, any damage or injury caused by the Contractor's labor or equipment which affects the Owner's property, guests, and/or employees. The Contractor is also responsible that any sub-contractor has the same insurance coverage. The Owner and Engineer shall be named as an additional insured as its interests apply. The Contractor will provide a current certificate of insurance at the time this Agreement is executed. The Contractor is obligated to provide any subsequent insurance certificates should the Contractor's coverage change.

**IFB-SECTION 5 CONTRACT TIME AND FORMS**

**IFB - Section 5.1 The Contract Time is of the Essence**

Time is of the essence of the Contract Documents, and the Work shall be completed in accordance with the schedule set forth below. The Contractor shall schedule the work, assign the appropriate manpower, and perform the work to meet the schedule set forth below. Work may be performed on the weekends and should not be additional cost to the Owner. Liquidated Damages in the amount of five hundred dollars (\$500.00) per calendar day per project will be assessed against the Contractor for each day after the scheduled completion date the Project is not completed as set forth below. The Liquidated Damages shall be assessed because the Contractor's failure to perform its specified scope of work will result in added costs or a loss of revenue to the Owner. The Contractor shall not

be liable if performance failures arise out of causes beyond its control and without the fault or negligence of the Contractor.

**MILESTONE SCHEDULE DATES:**

Bidding Documents Available	05/03/2024
RFI Deadline	05/24/2024 at 5:00 PM
Last Addendum	05/29/2024 at 5:00 PM
Bid Date and Time - Bids will be received until	05/31/2024 at 2:00PM, prevailing time
Notice of Intent to Award	06/14/2024
Contractor to Return Executed Contract to Owner	06/21/2024
Contract Approval / Notice to Proceed	06/28/2024
Substantial Completion	01/17/2025
Final Completion	01/31/2025

**IFB - Section 5.2 Execution and Delivery of Contract Forms**

The form of Agreement, which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents and must be carefully examined by each Bidder. The successful BIDDER shall, within **seven (7)** calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Agreement forms, including the Required Insurance all dated and fully effective as required by the Contract Documents. The certificates of insurance shall be approved by the Owner before the successful Bidder may proceed with the work.

**IFB - Section 5.3 Equal Items or Substitutions**

Any Award of the Contract Documents shall be on the basis of the Materials specified which establish a particular standard. No Equal Item or Substitute Item will be considered as part of a Bid unless written request for approval has made in accordance with all procedures and requirements specified in the Contract Documents.

**IFB - Section 5.4 Compliance With All Federal & State Statutes**

The Bidders and successful Contractor shall be required to comply with all laws, provisions, and requirements of all Federal and State Statutes, Codes and Municipal Ordinances.



# AIA<sup>®</sup> Document G702<sup>™</sup> - 1992

## Application and Certificate for Payment

TO OWNER: SAMPLE	PROJECT: SAMPLE SAMPLE	APPLICATION NO: 001	<u>Distribution to:</u> OWNER:
FROM	VIA SAMPLE	PERIOD TO:	ARCHITECT:
CONTRACTOR:	ARCHITECT:	CONTRACT FOR: General Construction	CONTRACTOR:
		CONTRACT DATE:	FIELD:
		PROJECT NOS: SAMPLE / SAMPLE / SAMPLE	OTHER:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 0.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 0.00
5. RETAINAGE:
  - a. 0 % of Completed Work  
(Column D + E on G703) \$ 0.00
  - b. 0 % of Stored Material  
(Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00
6. TOTAL EARNED LESS RETAINAGE ..... \$ 0.00  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>NET CHANGES</b> by Change Order	<b>\$</b>	<b>0.00</b>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public:  
My Commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 0.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

INVOICE NUMBER

8763Final

JOB NUMBER

15E8307

APPLICATION #:

5

APPLICATION DATE:

4/30/2016

PERIOD TO:

4/30/2016

**SAMPLE OF MODIFIED DOCUMENT**

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C UNITS	D UNIT PRICE	E U OF MEAS	F SCHEDULED VALUE	WORK COMPLETED							N %	O BALANCE TO FINISH
						G UNITS INSTALLED PREVIOUS	H VALUE OF WORK IN PLACE PREVIOUS	I UNITS INSTALLED THIS PERIOD	J VALUE OF WORK IN PLACE THIS PERIOD	K MATERIAL PRESENTLY STORED	L TOTAL COMPLETED AND STORED TO DATE			
1	Mobilization	1	3,100.00	LS	3,100.00	1.00	3,100.00		0.00		1.00	3,100.00	100%	-
2	Bonds	1	3,000.00	LS	3,000.00	1.00	3,000.00		0.00		1.00	3,000.00	100%	-
3	General Condition	1	4,700.00	LS	4,700.00	1.00	4,700.00		0.00		1.00	4,700.00	100%	-
4	Parital Depth Floor Repair	50	71.00	SF	3,550.00	50.00	3,550.00		0.00		50.00	3,550.00	100%	-
5	Shallow Depth Floor Repair	22	67.00	SF	1,474.00	22.00	1,474.00		0.00		22.00	1,474.00	100%	-
6	Sealant Replacement	1,088	6.75	LF	7,344.00	1,088.00	7,344.00		0.00		1,088.00	7,344.00	100%	-
7	Static Floor Crack Repair	313	7.00	LF	2,191.00	313.00	2,191.00		0.00		313.00	2,191.00	100%	-
8	Tee to Tee Joint Sealant Replacement	2,330	8.00	LF	18,640.00	2,330.00	18,640.00		0.00		2,330.00	18,640.00	100%	-
9	Tee to Tee Connection Repair	83	290.00	EA	24,070.00	83.00	24,070.00		0.00		83.00	24,070.00	100%	-
10	Expansion Joint Replacement	131	179.00	LF	23,449.00	131.00	23,449.00		0.00		131.00	23,449.00	100%	-
11	Expansion Joint Nosing Repair	162	126.00	LF	20,412.00	162.00	20,412.00		0.00		162.00	20,412.00	100%	-
12	Supplemental Floor Drain	5	3,000.00	EA	15,000.00	5.00	15,000.00		0.00		5.00	15,000.00	100%	-
13	Replacement Floor Drain	1	2,100.00	EA	2,100.00	0.00	0.00		0.00		0.00	0.00	0%	2,100.00
14	Vertical Repair	4	220.00	SF	880.00	4.00	880.00		0.00		4.00	880.00	100%	-
15	Repaint 6" Diameter Pipe	525	9.00	LF	4,725.00	525.00	4,725.00		0.00		525.00	4,725.00	100%	-
16	Pipe Elbow Replacement	1	486.00	EA	486.00	1.00	486.00		0.00		1.00	486.00	100%	-
17	Ponding Area	2	967.00	EA	1,934.00	2.00	1,934.00		0.00		2.00	1,934.00	100%	-
18	Concrete Sealer Application	108.00	13.00	SF	1,404.00	108.00	1,404.00		0.00		108.00	1,404.00	100%	-
19	Galvanic Anode	24.00	54.00	EA	1,296.00	0.00	0.00		0.00		0.00	0.00	0%	1,296.00
20	Contingency \$12,726.25 Used (See Detail Listed Below)	1.00	27,951.00	LS	27,951.00	0.00	0.00		0.00		0.00	0.00	0%	27,951.00

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703      INVOICE NUMBER      **8763Final**  
 JOB NUMBER      **15E8307**  
 APPLICATION #:  
 APPLICATION DATE:      **4/30/2016**  
 PERIOD TO:      **4/30/2016**  
 ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O					
															WORK COMPLETED				
															UNITS INSTALLED PREVIOUS	VALUE OF WORK IN PLACE PREVIOUS	UNITS INSTALLED THIS PERIOD	VALUE OF WORK IN PLACE THIS PERIOD	MATERIAL PRESENTLY STORED
21	Detail of Contingency Use																		
	CO 001 Column Connection Sealant		2,926.00	LS	0.00	1.00	2,926.00		0.00		1.00	2,926.00	100%	(2,926.00)					
	CO 001 Epoxy Sand at Drain		1,408.00	LS	0.00	1.00	1,408.00		0.00		1.00	1,408.00	100%	(1,408.00)					
	CO 001 Additional Sealant Replacement		6.75	LF	0.00	907.00	6,122.25		0.00		907.00	6,122.25	100%	(6,122.25)					
	CO 001 Additonal Crack Repair		7.00	LF	0.00	130.00	910.00		0.00		130.00	910.00	100%	(910.00)					
	Quantity Adjustment																		
	Additional Tee to Tee Sealant		8.00	LF	0.00	170.00	1,360.00		0.00		170.00	1,360.00	100%	(1,360.00)					
	Extra Pipe Elbow		486.00	EA	0.00	2.00	972.00		0.00		2.00	972.00	100%	(972.00)					
	Install Door Sweep		1,200.00	EA		1.00	1,200.00		0.00		1.00	1,200.00	100%	(1,200.00)					
	Unit Quantity Not Used				-3,396.00							0.00	100%	(3,396.00)					
	Contingency Not Used				-13,052.75							0.00	100%	(13,052.75)					
<b>TOTALS</b>							\$ 151,257.25		\$ 151,257.25		\$ -	\$ -	\$ 151,257.25	100%	\$ -				

**BID FORM**

**Memphis Downtown Parking Facilities 2024 Restoration**

Date: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
(Name of bidding firm or corporation)

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**BIDDER BUSINESS INFORMATION** (check and complete, as appropriate):

BIDDER is a:

Corporation\_\_ Partnership\_\_ Sole Proprietor\_\_

Joint Venture comprised of \_\_\_\_\_  
(Explain)

BUSINESS ADDRESS: \_\_\_\_\_

BIDDER is organized pursuant to the laws of the State of \_\_\_\_\_  
(Identify)

*Out of State Entity - Check here to indicate that evidence of authority to transact business in the State in which the project is located is attached hereto: \_\_\_\_\_*

BIDDER License No.: \_\_\_\_\_

BIDDER Federal ID No.: \_\_\_\_\_

**BIDDER’S CHECKLIST**

**DOCUMENTS TO BE SUBMITTED TO OWNER WITH SEALED BID**

Each Bidder is required to complete this checklist of all mandatory items that are required for this bid.

**Must Submit with Bid**

**Bidder Must Initial Each Item Below**

Bid Form including responses to project specific qualifications on separate sheets, including attachments of applicable supporting information. \_\_\_\_\_

Performance and Payment Bond \_\_\_\_\_

Contractor’s Qualification Statement - AIA DOCUMENT A305 –1986 \_\_\_\_\_

In additional to the requirements listed in AIA Documents A305, provide a Minimum of five (5) clients references (garage owners or operators that Your firm has performed similar work for in the past five (5) years). \_\_\_\_\_

List of subcontractors \_\_\_\_\_

Completion of garage site surveys \_\_\_\_\_

Completion of Qualification Requirements on R0.1 \_\_\_\_\_

Dated: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_



**BID AMOUNT**

In compliance with the Drawings and Project Manual prepared by THA Consulting, Blue Bell, PA and after an examination of the site of the work and the Contract Documents, including all Addenda, the undersigned proposes to perform the work as specified or indicated in the Contract Documents for:

**Base Bid Proposal (Structural and Waterproofing Scope):**

\_\_\_\_\_ Dollars  
(Written)

(\$ \_\_\_\_\_)

**+ Contingency Allowance (20% x Base Bid Proposal (Structural and Waterproofing Scope Only)):**

\_\_\_\_\_ Dollars  
(Written)

(\$ \_\_\_\_\_)

**+ MEP&FP SES Allowance per not N.1/R0.1:**

Ten Thousand \_\_\_\_\_ Dollars  
(Written)

(\$10,000.00 \_\_\_\_\_)

**= Lump Sum Base Bid Proposal (Base Bid (Structural, Waterproofing) Proposal + Contingency Allowance + MEP&FP Allowance):**

\_\_\_\_\_ Dollars  
(Written)

(\$ \_\_\_\_\_)

**UNIT COSTS**

The provisions of the Contract Documents shall apply to all work performed in accordance with the Unit Prices described herein. Unit Prices shall be used, where applicable, to make adjustments to the cost of the Work of this Contract due to changes to the Work required by the Drawings and Specifications. ALL Unit Prices shall be complete in place prices and include costs for all necessary material, delivery, installation, overhead and profit, and shall remain firm for the period of the contract. General Conditions, as required by the drawings and Divisions 0 and 1 of the specifications, shall NOT be included in Unit Prices. Examples of General Conditions include but are not limited to mobilization / demobilization, phasing, temporary facilities and controls, dust control, all applicable taxes (Federal, State, Municipal and/or local taxes), bonds, insurance and any other incidentals related to the completion of the Work. Unit Prices listed are for additions or deletions to the work and shall remain firm for the full duration of the contract.

Markups for General Conditions will be used in combination with the Unit Prices for additions or deletions to the work.

Unit Price Markup for General Conditions \_\_\_\_\_%

Unit Price No. 1 – Partial Depth Floor Repair (PFR):

Description: See repair detail on drawing sheet R4.1

Unit of Measurement: square foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 2 – Full Depth Floor Repair (FFR):

Description: See repair detail on drawing sheet R4.1

Unit of Measurement: square foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 3 – Overhead Surface Repair (OSR):

Description: See repair detail on drawing sheet R4.1

Unit of Measurement: square foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 4 – Overhead Beam Repair (OBR):

Description: See repair detail on drawing sheet R4.1

Unit of Measurement: square foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 5 – Vertical Repair (VR):

Description: See repair detail on drawing sheet R4.1

Unit of Measurement: square foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 6 – Column Repair (CR):

Description: See repair detail on drawing sheet R4.1  
Unit of Measurement: square foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 7 – Haunch Repair Girder (HRG):

Description: See repair detail on drawing sheet R4.2  
Unit of Measurement: each

Unit Price = \$ \_\_\_\_\_

Unit Price No. 8 – Girder Bearing Pad Replacement (GBPR):

Description: See repair detail on drawing sheet R4.2  
Unit of Measurement: each

Unit Price = \$ \_\_\_\_\_

Unit Price No. 9 – Tee Stem Repair – Non-Dapped End (TSR1):

Description: See repair detail on drawing sheet R4.2  
Unit of Measurement: each

Unit Price = \$ \_\_\_\_\_

Unit Price No. 10 – P/T Tendon Splice Repair (PTR):

Description: See repair detail on drawing sheet R4.2  
Unit of Measurement: each

Unit Price = \$ \_\_\_\_\_

Unit Price No. 11 – Expansion Joint Replacement (EJ):

Description: See repair detail on drawing sheet R4.3  
Unit of Measurement: linear foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 12 – Expansion Joint Nosing Repair (EJN):

Description: See repair detail on drawing sheet R4.3  
Unit of Measurement: linear foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 13 – Minor Expansion Joint Blockout Repair (EJB1):

Description: See repair detail on drawing sheet R4.3  
Unit of Measurement: linear foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 14 – Expansion Joint Blockout Concrete Repair (EJB2):  
Description: See repair detail on drawing sheet R4.3  
Unit of Measurement: linear foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 15 – Barrier Cable Repair (BCR):  
Description: See repair detail on drawing sheet R4.1  
Unit of Measurement: each

Unit Price = \$ \_\_\_\_\_

Unit Price No. 16 – Pipe Bollard Installation (PBI):  
Description: See repair detail on drawing sheet R4.1  
Unit of Measurement: each

Unit Price = \$ \_\_\_\_\_

Unit Price No. 17 – Galvanic Anodes (GA):  
Description: See general notes for anodes on drawing sheet R0.1, concrete repair details that call for anodes, and spec section 039300.  
Unit of Measurement: each

Unit Price = \$ \_\_\_\_\_

Unit Price No. 18 – P/C Panel Connection Repair (PCR):  
Description: See repair detail on drawing sheet R4.2  
Unit of Measurement: each

Unit Price = \$ \_\_\_\_\_

Unit Price No. 19 – Static Floor Crack Repair (FCS):  
Description: See repair detail on drawing sheet R4.2  
Unit of Measurement: linear foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 20 – Traffic Deck Coating Application – Urethane (TCAU):  
Description: See repair detail on drawing sheet R4.3  
Unit of Measurement: square foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 21 – Concrete Overlay Repair (COR):  
Description: See repair detail on drawing sheet R4.3  
Unit of Measurement: square foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 22 – Supplemental Floor Drain (SFD):

Description: See repair detail on drawing sheet R4.3

Unit of Measurement: each

Unit Price = \$ \_\_\_\_\_

Unit Price No. 23 – Shear Transfer Angle (STA):

Description: See repair detail on drawing sheet R4.2

Unit of Measurement: each

Unit Price = \$ \_\_\_\_\_

Unit Price No. 24 – Tee-to-Tee Connection Repair – Angle Connection (TTC5):

Description: See repair detail on drawing sheet R4.2

Unit of Measurement: each

Unit Price = \$ \_\_\_\_\_

Unit Price No. 25 – Sealant Replacement (SR):

Description: See repair detail on drawing sheet R4.3

Unit of Measurement: linear foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 26 – Vertical Sealant Replacement (VSR):

Description: See repair detail on drawing sheet R4.3

Unit of Measurement: linear foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 27 – Railing/Guardrail Installation (RGI):

Description: See repair detail on drawing sheet R4.3

Unit of Measurement: linear foot

Unit Price = \$ \_\_\_\_\_

Unit Price No. 28 – Line Striping at Spot Repairs (LS):

Description: See note M.1 on drawing sheet R0.1

Unit of Measurement: lump sum

Unit Price = \$ \_\_\_\_\_

Unit Price No. 29

Description: Material and labor for replacement of #3 to #11 straight reinforcing bars placed  
per Engineer's direction

Unit of Measurement: pounds

Unit Price = \$ \_\_\_\_\_ / pound

Unit Price No. 30

Description: Material and labor for doweling reinforcing into existing concrete using Hilti  
HIT HY 200 Adhesive (not including reinforcing)

Unit of Measurement: each

Unit Price: #3 w/ 6" embedment = \$ \_\_\_\_\_

Unit Price: #4 w/ 8" embedment = \$ \_\_\_\_\_

Unit Price: #5 w/ 10 1/4" embedment = \$ \_\_\_\_\_

Unit Price: #6 w/ 12 3/4" embedment = \$ \_\_\_\_\_

Unit Price: #7 w/ 15" embedment = \$ \_\_\_\_\_

Unit Price: #8 w/ 17 1/2" embedment = \$ \_\_\_\_\_

Unit Price: #9 w/ 19" embedment = \$ \_\_\_\_\_

Unit Price: #10 w/ 23" embedment = \$ \_\_\_\_\_

Unit Price: #11 w/ 26" embedment = \$ \_\_\_\_\_

Unit Price No. 31

Description: Material and labor for replacement of Welded Wire Reinforcing (W.W.R.) per  
Engineer's direction

Unit of Measurement: pounds

Unit Price = \$ \_\_\_\_\_ / pound

**SCHEDULE**

Identify the time frame in weeks required for the execution of the following work:

Submit Shop Drawings \_\_\_\_\_ Weeks

Fabrication Time (from approved shop drawings incl. coordination) \_\_\_\_\_ Weeks

Estimate on Site Work Time \_\_\_\_\_ Weeks

The undersigned agrees that the following Addenda, which have been issued during the bidding period,  
have been received and have been considered both before and in the preparation of this Bid.

Addendum No.

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder submits this Bid with the understanding that the Work of the Contract allows the project to be Substantially Complete by the dates identified in Division 0 Section "Instructions for Bidders", weather permitting. This schedule of completion of the Work shall be considered of the essence of this Contract, subject to extensions of time as provided for in the General Conditions.

### **EXPERIENCE AND ABILITY OF BIDDER**

To enable the Owner to determine the ability, experience and capital resources of the Bidder, each Bidder shall execute completely and accurately in all respects Contractor's Qualification Statement - AIA DOCUMENT A305 –1986, complete with all appropriate statements of financial condition and all other applicable supporting information.

Each Bidder must demonstrate to the satisfaction of the Owner that it meets the following project specific qualifications by providing responses on separate sheets, including attachments of applicable supporting information.

1. Experience of Firm and Project Performance: The firm in its current organization shall have successfully completed minimum of five (5) parking structure restoration projects of similar size and scope in the last five (5) years, each with a contract value of not less than \$250,000. For purposes of this submittal, "successful completion" shall be understood to mean completion of project within project schedule and budget. The firm shall have served as prime contractor, self-performed concrete restoration, and self-performed or subcontracted waterproofing work on the referenced parking structure restoration projects. Past project performance as indicated by project's references shall be acceptable to the Owner, including ability to meet contract time and to monitor, manage, and communicate interim scheduling and phasing requirements; to carry out required quality-control activities; to assign experienced team members with appropriate skills and availability to complete the project tasks; to plan, coordinate, and complete the work in compliance with the contract documents; to properly and timely prepare and submit interim and final payment requests; to successfully complete project closeout requirements; and to successfully address the punchlist and warranty claims in a timely manner. On a separate sheet, provide the following information for each project.
  - a. Project Name
  - b. Owner Name
  - c. Owner Reference (name, email, and phone number)
  - d. Architect and/or Engineer Name
  - e. Architect and/or Engineer Reference (name, email, and phone number)
  - f. Original contract amount (project budget)
  - g. Final contract amount
  - h. Original project schedule
  - i. Final project schedule
  - j. When applicable indicate reasons why any referenced project did not meet project budget or project schedule.
  - k. Confirmation that Bidder served as the prime contractor
  - l. General description of project scope
  - m. Work self-performed by Bidder
  - n. Work performed by Bidder's subcontractors
2. Experience of Project and Field Management Staff to Be Committed by the Bidder to Carry Out the Work: The assigned principle in charge must have successfully completed minimum of ten

(10) projects of similar type and scope. The assigned project manager and field superintendent must have successfully completed minimum of five (5) projects of similar type and scope. On a separate sheet, list the projects of similar type and scope, and present commitments of the key individuals of your organization that will be committed to this project. Prospective Bidder by submitting qualifications of project and field management staff agrees that Owner reserves the right to approve or reject subsequent reassignment.

**LIST OF SUBCONTRACTORS**

Identify below if the BIDDER intends to use a subcontractor or self-perform any branch of work identified.

If the BIDDER proposes to utilize more than one subcontractor for any of the subcontracts identify each such proposed subcontractor and the scope of work said subcontractor will perform if the BIDDER receives an award of the contract.

Use additional pages if more space is required.

**1) Concrete:** \_\_\_\_\_ **Self-Perform**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

If more than one subcontractor is proposed, set forth the scope of work of each:

\_\_\_\_\_

**2) Waterproofing:** \_\_\_\_\_ **Self-Perform**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

If more than one subcontractor is proposed, set forth the scope of work of each:

\_\_\_\_\_



**3) Painting: \_\_\_\_\_ Self-Perform**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

If more than one subcontractor is proposed, set forth the scope of work of each:

\_\_\_\_\_

**4) Other: \_\_\_\_\_ Self-Perform**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

If more than one subcontractor is proposed, set forth the scope of work of each:

\_\_\_\_\_

**5) Other: \_\_\_\_\_ Self-Perform**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

If more than one subcontractor is proposed, set forth the scope of work of each:

\_\_\_\_\_

**6) Other: \_\_\_\_\_ Self-Perform**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

If more than one subcontractor is proposed, set forth the scope of work of each:

\_\_\_\_\_

7) **Other:** \_\_\_\_\_ **Self-Perform**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

If more than one subcontractor is proposed, set forth the scope of work of each:

\_\_\_\_\_

8) **Other:** \_\_\_\_\_ **Self-Perform**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

If more than one subcontractor is proposed, set forth the scope of work of each:

\_\_\_\_\_

**CERTIFICATIONS AND GUARANTEES**

Bidder hereby agrees to execute the contract and furnish satisfactory surety within ten (10) days after the Owner provides the Bidder with the Contract for execution. Bidder hereby agrees to begin work on the day following receipt of Notice to Proceed.

Bidder guarantees that it is a duly licensed contractor, for the type of work proposed, in the project jurisdiction. Bidder guarantees that, if awarded the Contract, it will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, do and perform all labor, superintendence and all means of construction, pay all fees and do all incidental work, to execute, construct and finish in an expeditious, substantial and workmanlike manner, in accordance with the drawings and project manual, to the complete satisfaction and acceptance of the Owner, for the price herein stated.

Bids are valid for acceptance by the Owner and may not be withdrawn for a period of at least ninety days (90) after the actual date of the opening thereof. It is understood that the Owner reserves the right to reject any/or all Bids, or part thereof or items therein and to waive technicalities as required for the best interest of the Owner.

The undersigned agrees that (1) the contract documents are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were repeated at length herein, or were physically attached hereto; (2) this Bid is genuine and is not sham, collusive, or fraudulent; (3) this Bid is not made in the interest or behalf of any person other than the undersigned; (4) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidder; (5) the undersigned will not assign its bid or any of its rights or interest thereunder without the written consent of the Owner.

**OATH AND AFFIRMATION**

Submitted By: \_\_\_\_\_ (Name of bidding firm or corporation).

**Sole Proprietor or Partnership Bidder**

Authorized Signature: \_\_\_\_\_ (Handwritten signature).

Signed By: \_\_\_\_\_ (Type or print name).

Title: \_\_\_\_\_ (Owner/Partner).

Witness Signature: \_\_\_\_\_ (Handwritten signature).

Witnessed By: \_\_\_\_\_ (Type or print name).

**Corporate Bidder**

Authorized Signature: \_\_\_\_\_ (Handwritten signature).

Signed By: \_\_\_\_\_ (Type or print name).

Title: \_\_\_\_\_ (President/Vice President).

Attest: \_\_\_\_\_ (Handwritten signature).

By: \_\_\_\_\_ (Type or print name).

Title: \_\_\_\_\_ (Corporate Secretary or Assistant Secretary).

The Corporation has been organized and is existing under the laws of the

\_\_\_\_\_ of \_\_\_\_\_  
(State) or (Commonwealth) (State or Commonwealth name)

If the corporation has been organized under laws other than those of the State or Commonwealth where the project is located, complete, as appropriate, the following statement:

The corporation \_\_\_\_\_ been granted a certificate of authority to do business in the State  
(has) or (has not)

or Commonwealth where the project is located under applicable laws.

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, \_\_\_\_\_  
(Name of Owner, Partner, Vice President, or  
President)

personally appeared and swore that the statements contained in the foregoing document are true and  
correct. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

(Notary Seal)

County of Residence: \_\_\_\_\_

**SERVICES CONTRACT**

**Memphis Downtown Parking Facilities 2024 Restoration**

# DRAFT AIA® Document A101™ - 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the [ ] day of [ ] in the year [ ]  
(In words, indicate day, month and year)

BETWEEN the Owner:  
(Name, address and other information)

[Redacted]

and the Contractor:  
(Name, address and other information)

[Redacted]

for the following Project:  
(Name, location and detailed description)

[Redacted]

The Architect:  
(Name, address and other information)

[Redacted]

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than [ ] ( [ ] ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be [redacted] (\$ [redacted]), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the [redacted] day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the [redacted] day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than [redacted] ( [redacted] ) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported



by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of  $\square$  ( $\square$ ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of  $\square$  ( $\square$ );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows: *(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*



**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

per annum

**§ 8.3** The Owner’s representative:

*(Name, address and other information)*

**§ 8.4** The Contractor’s representative:

*(Name, address and other information)*

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:



- 2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)



## ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
[Redacted]	[Redacted]

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)  
[Redacted]  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)  
[Redacted]  
\_\_\_\_\_  
(Printed name and title)



# DRAFT AIA® Document A201™ - 2007

## General Conditions of the Contract for Construction

for the following PROJECT:  
(Name and location or address)

\_\_\_\_\_

THE OWNER:  
(Name and address)

\_\_\_\_\_

THE ARCHITECT:  
(Name and address)

\_\_\_\_\_

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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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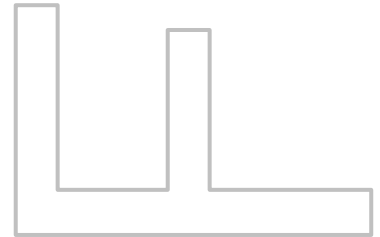
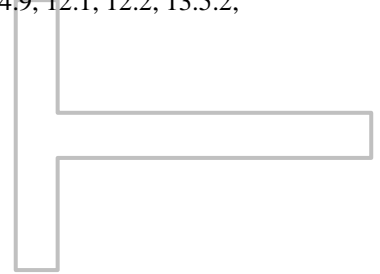
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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### § 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.



§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.



## § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

## § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.



### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### ARTICLE 4 ARCHITECT

#### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

#### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may



be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

#### § 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;



- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;  
or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

## § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.



§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### § 12.2 CORRECTION OF WORK

##### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.



§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

## § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.



§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

##### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

##### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

##### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



# DRAFT AIA® Document A305™ - 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:**

**ADDRESS: SUBMITTED BY:**

**NAME:**

**ADDRESS:**

**PRINCIPAL OFFICE:**

Corporation

Partnership

Individual

Joint Venture

Other

**NAME OF PROJECT:** *(if applicable)*

**TYPE OF WORK:** *(file separate form for each Classification of Work)*

General Construction

HVAC

Electrical

Plumbing

Other: *(Specify)*

### § 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

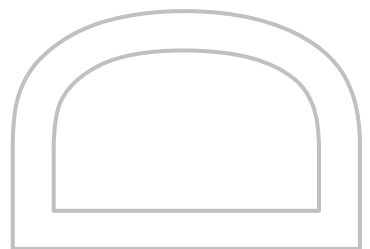
§ 1.3.4 Vice-president's name(s)

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.



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<< >>

§ 1.3.5 Secretary's name: << >>

§ 1.3.6 Treasurer's name: << >>

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: << >>

§ 1.4.2 Type of partnership (if applicable): << >>

§ 1.4.3 Name(s) of general partner(s)

<< >>

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: << >>

§ 1.5.2 Name of owner:

<< >>

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

<< >>

## § 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

<< >>

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

<< >>

## § 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

<< >>

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

<< >>

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

<< >>

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

<< >>

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

<< >>

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

<< >>

§ 3.4.1 State total worth of work in progress and under contract:

<< >>

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

<< >>

§ 3.5.1 State average annual amount of construction work performed during the past five years:

<< >>

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

<< >>

#### § 4 REFERENCES

§ 4.1 Trade References:

<< >>

§ 4.2 Bank References:

<< >>

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

<< >>

§ 4.3.2 Name and address of agent:

<< >>

#### § 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

**§ 5.1.2** Name and address of firm preparing attached financial statement, and date thereof:

« »

**§ 5.1.3** Is the attached financial statement for the identical organization named on page one?

« »

**§ 5.1.4** If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

« »

**§ 5.2** Will the organization whose financial statement is attached act as guarantor of the contract for construction?

« »

**§ 6 SIGNATURE**

**§ 6.1** Dated at this « » day of « » « »

Name of Organization: « »

By: « »

Title: « »

**§ 6.2**

« »

M « » being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this « » day of « » « »

Notary Public: « »

My Commission Expires: « »



## BIDDER RFI FORM

### Memphis Downtown Parking Facilities 2024 Restoration

Questions related to the Contract Documents and bid submissions or pre-bid requests to use Equal Items or Substitute Items in connection with the Work will only be addressed if received by the RFI deadline and submitted on this form, simultaneously to:

- **Kevin Carrigan**, Principal In Charge, THA Consulting, at [kcarrigan@tha-consulting.com](mailto:kcarrigan@tha-consulting.com)
- **Ryan Klass**, Project Manager, THA Consulting, at [rklass@tha-consulting.com](mailto:rklass@tha-consulting.com)
- **Dominic Barbone**, Project Engineer, THA Consulting, at [dbarbone@tha-consulting.com](mailto:dbarbone@tha-consulting.com)
- **Lauren Bermudez** of the Downtown Memphis Commission, at [bermudez@downtownmemphis.com](mailto:bermudez@downtownmemphis.com)
- **Brett Roler** of the Downtown Memphis Commission, at [roler@downtownmemphis.com](mailto:roler@downtownmemphis.com)
- **Penelope Springer** of the Downtown Memphis Commission, at [springer@downtownmemphis.com](mailto:springer@downtownmemphis.com)

If deemed necessary or appropriate by the OWNER, an Addendum may be issued.

The following format shall be used to name the RFI document: “**YY-MM-DD MEMPHIS DOWNTOWN PARKING FACILITIES 2024 RESTORATION – BIDDER RFI – COMPANY NAME – RFI #**”. The bold and underlined text shall be modified as required. *The name of the RFI document shall also be used as the subject of the email.*

Company / RFI #:

Date:

Name:

Phone Number:

Email Address:

#### BIDDER’S QUESTIONS:

Q1:           -----  
Q2:           -----

## SECTION 011000 - SUMMARY

### 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:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Work performed by Owner.
- 4. Contractor's use of site and premises.
- 5. Coordination with occupants.
- 6. Work restrictions.

- B. Related Requirements:

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

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Memphis Downtown Parking Facilities 2024 Restoration.

- 1. Project Location:

Shoppers Garage – 85 N. Front Street, Memphis, TN 38103.

Criminal Justice Center Garage – 245 Washington Avenue, Memphis, TN 38103.

Peabody Garage – 250 Peabody Place, Memphis, TN 38103.

First Place Garage – 21 S. 2<sup>nd</sup> Street, Memphis, TN 38103.

Barboro Flats Garage – 108 Gayoso Avenue, Memphis, TN 38103.

- B. Owner: Downtown Memphis Commission  
114 North Main Street  
Memphis, TN 38103

- 1. Owner's Representative: Lauren Bermudez, Transportation Program Manager.

- C. Architect: THA Consulting, Inc.  
470 Norristown Road, Suite 200  
Blue Bell, PA 19422
  - 1. Architect's Representative: Kevin Carrigan, P.E., Ryan Klass, E.I.T., and Dominic Barbone

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
  - 1. Demolition of select portions of the garage.
  - 2. Repairs of garage structural, waterproofing, and other Work indicated in the Contract Documents.
  - 3. Temporary shoring support of structural precast concrete members including but not limited to double tees, spandrels, girders, etc.
  - 4. Temporary shoring support of structural C.I.P. post-tension members including but not limited to beams, girders, slabs, etc.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

#### 1.5 WORK PERFORMED BY OWNER

- A. Cooperate fully with Owner, so work may be carried out smoothly, without interfering with or delaying Work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

#### 1.6 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways and Entrances: Keep driveways, parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- c. A maximum number of parking spaces for each garage that the Contractor may take out of services at any time is as follows:
  - 1) Shoppers Garage: One Hundred Twenty Five (125) spaces
  - 2) Criminal Justice Center Garage: One Hundred Fifty (150) spaces
  - 3) Peabody Garage: Three Hundred (300) spaces
  - 4) First Place Garage: One Hundred Thirty (130) spaces
  - 5) Barboro Flats Garage: Twenty (20) spaces
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

#### 1.7 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner, occupants, others, etc. will occupy the premises and adjacent buildings during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's, occupant's, other's, etc. operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

#### 1.8 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
  - 2. Comply with work restrictions on construction drawing sheet R0.1.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:30 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated.
  - 1. Weekend Hours: As allowed by local jurisdiction.
  - 2. Early Morning Hours: As allowed by local jurisdiction.
  - 3. Hours for Utility Shutdowns: As allowed by Owner provided there is at least seven (7) days' notice provided to Owner.
  - 4. Hours for Drilling or other noisy & vibration type activities: As allowed by local jurisdiction.

- C. On-Site Work Day Restrictions: Do not perform work resulting in utility shutdowns or resulting in noisy activity on-site during work black-out days indicated on construction drawing sheet R0.1.
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than seven (7) days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- E. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than seven (7) days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- F. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.

#### 1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## 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.
- B. Types of allowances include the following:
  - 1. Contingency allowances.
  - 2. MEP allowances.
- C. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
  - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 3. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

#### 1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used 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.

#### 1.4 ACTION SUBMITTALS

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

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 MEP ALLOWANCES

- A. Use the MEP allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

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.

END OF SECTION 012100



## SECTION 012200 - UNIT PRICES

### 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 for unit prices.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
  - 2. Section 014000 "Quality Requirements" for field testing by an independent testing agency.

#### 1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials, or services, added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices shall be complete in place prices and include costs for all necessary material, delivery, installation, overhead and profit, and shall remain firm for the period of the contract. General conditions, as required by the drawings and Division 00 and 01 of the specifications, shall NOT be included in Unit Prices. Examples of General Conditions include but are not limited to mobilization / demobilization, phasing, temporary facilities and controls, dust control, all applicable taxes (Federal, State, Municipal and/or local taxes), bonds, insurance and any other incidentals related to the completion of the Work.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. Refer to Division 0 "Bid Form" for list of Unit Prices.

END OF SECTION 012200

## SECTION 012500 - SUBSTITUTION PROCEDURES

### 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 for substitutions.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an allowance.
  - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form acceptable to Architect.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
    - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- b. Substitution request is fully documented and properly submitted.
- c. Requested substitution will not adversely affect Contractor's construction schedule.
- d. Requested substitution has received necessary approvals of authorities having jurisdiction.
- e. Requested substitution is compatible with other portions of the Work.
- f. Requested substitution has been coordinated with other portions of the Work.
- g. Requested substitution provides specified warranty.
- h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
- b. Requested substitution does not require extensive revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Substitution request is fully documented and properly submitted.
- e. Requested substitution will not adversely affect Contractor's construction schedule.

- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### 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 for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

#### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

#### 1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Contract shall submit a Change Order for approval and signatures of Owner and Architect on AIA Document G701.

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600



## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Cost-loaded CPM Schedule may serve to satisfy requirements for the Schedule of Values.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
  - a. Project name and location.
  - b. Name of Architect.
  - c. Architect's project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
    - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments shall be submitted to Architect by the 21st of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  - 3. Include the monthly as-built record plans and table of completed work items.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Products list.

5. Schedule of unit prices.
  6. Submittals Schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. Evidence that claims have been settled.
  7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  8. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### 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 provisions for coordinating construction operations on Project, including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.

3. Drawing number and detail references, as appropriate, covered by subcontract.

- B. Key Personnel Names: Within **15** days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

#### 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

#### 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
  - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
  - b. Indicate required installation sequences.
  - c. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such

conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

- B. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
  - 1. File Preparation Format:
    - a. Same digital data software program, version, and operating system as original Drawings.
    - b. DWG, Version, operating in Microsoft Windows operating system.
  - 2. File Submittal Format: Submit or post coordination drawing files using PDF format.

#### 1.7 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. Owner name.
  - 3. Owner's Project number.
  - 4. Name of Architect.
  - 5. Architect's Project number.
  - 6. Date.
  - 7. Name of Contractor.
  - 8. RFI number, numbered sequentially.
  - 9. RFI subject.
  - 10. Specification Section number and title and related paragraphs, as appropriate.
  - 11. Drawing number and detail references, as appropriate.
  - 12. Field dimensions and conditions, as appropriate.
  - 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 14. Contractor's signature.
  - 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

- C. RFI Forms: AIA Document G716.
  - 1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow **seven** days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

## 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.



1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.
    - d. Critical work sequencing and long lead items.
    - e. Designation of key personnel and their duties.
    - f. Lines of communications.
    - g. Procedures for processing field decisions and Change Orders.
    - h. Procedures for RFIs.
    - i. Procedures for testing and inspecting.
    - j. Procedures for processing Applications for Payment.
    - k. Distribution of the Contract Documents.
    - l. Submittal procedures.
    - m. Work restrictions.
    - n. Working hours.
    - o. Procedures for disruptions and shutdowns.
    - p. Construction waste management and recycling.
    - q. Parking availability.
    - r. Office, work, and storage areas.
    - s. First aid.
    - t. Security.
    - u. Progress cleaning.
  3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Sustainable design requirements.
    - i. Review of mockups.

- j. Possible conflicts.
  - k. Compatibility requirements.
  - l. Time schedules.
  - m. Weather limitations.
  - n. Manufacturer's written instructions.
  - o. Warranty requirements.
  - p. Compatibility of materials.
  - q. Acceptability of substrates.
  - r. Temporary facilities and controls.
  - s. Space and access limitations.
  - t. Regulations of authorities having jurisdiction.
  - u. Testing and inspecting requirements.
  - v. Installation procedures.
  - w. Coordination with other work.
  - x. Required performance results.
  - y. Protection of adjacent work.
  - z. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of Record Documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Procedures for completing and archiving web-based Project software site data files.
    - d. Submittal of written warranties.
    - e. Requirements for preparing operations and maintenance data.
    - f. Requirements for delivery of material samples, attic stock, and spare parts.
    - g. Requirements for demonstration and training.
    - h. Preparation of Contractor's punch list.
    - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.

- j. Submittal procedures.
- 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at regular intervals.
  - 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Resolution of BIM component conflicts.
      - 4) Status of submittals.
      - 5) Status of sustainable design documentation.
      - 6) Deliveries.
      - 7) Off-site fabrication.
      - 8) Access.
      - 9) Site use.
      - 10) Temporary facilities and controls.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Status of correction of deficient items.
      - 14) Field observations.
      - 15) Status of RFIs.
      - 16) Status of Proposal Requests.
      - 17) Pending changes.
      - 18) Status of Change Orders.
      - 19) Pending claims and disputes.
      - 20) Documentation of information for payment requests.
  - 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

- a. **Schedule Updating:** Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. **Coordination Meetings:** Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. **Attendees:** In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. **Agenda:** Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. **Combined Contractor's Construction Schedule:** Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. **Schedule Updating:** Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. **Review present and future needs of each contractor present, including the following:**
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Resolution of BIM component conflicts.
      - 4) Status of submittals.
      - 5) Deliveries.
      - 6) Off-site fabrication.
      - 7) Access.
      - 8) Site use.
      - 9) Temporary facilities and controls.
      - 10) Work hours.
      - 11) Hazards and risks.
      - 12) Progress cleaning.
      - 13) Quality and work standards.
      - 14) Status of RFIs.
      - 15) Proposal Requests.
      - 16) Change Orders.
      - 17) Pending changes.
  3. **Reporting:** Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittals Schedule.
  - 4. Field condition reports.
  - 5. Special reports.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
  - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
  - 4. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.3 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Architect's final release or approval.
- C. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

1. Submit an electronic copy of schedule, using Microsoft Project 2003 version. Include type of schedule (Initial or Updated) and date.
- D. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- E. Special Reports: Submit two copies at time of unusual event.

#### 1.4 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
  1. Review software limitations and content and format for reports.
  2. Verify availability of qualified personnel needed to develop and update schedule.
  3. Discuss constraints, including phasing work stages area separations interim milestones and partial Owner occupancy.
  4. Review delivery dates for Owner-furnished products.
  5. Review schedule for work of Owner's separate contracts.
  6. Review time required for review of submittals and resubmittals.
  7. Review requirements for tests and inspections by independent testing and inspecting agencies.
  8. Review time required for completion and startup procedures.
  9. Review and finalize list of construction activities to be included in schedule.
  10. Review submittal requirements and procedures.
  11. Review procedures for updating schedule.

#### 1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from parties involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 30 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 30 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  - 4. Startup and Testing Time: Include not less than 14 days for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.



2. Work under More Than One Contract: Include a separate activity for each contract.
3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
4. Work Restrictions: Show the effect of the following items on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use of premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - l. Startup and placement into final use and operation.
6. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Permanent space enclosure.
  - c. Completion of mechanical installation.
  - d. Completion of electrical installation.
  - e. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

### 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 14 days of date established for commencement of the Work. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

### 2.4 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### 2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.

- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

## SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

### 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 for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final Completion construction photographs.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
  - 2. Section 017320 "Selective Demolition" for photographic documentation before selective demolition operations commence.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
  - 2. Identification: Provide the following information with each image description in web-based Project management software site:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of location, vantage point, and direction.
    - g. Unique sequential identifier keyed to accompanying key plan.

1.4 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.5 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time and GPS location data from camera.
- D. File Names: Name media files with date and sequential numbering suffix.

1.6 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Flag excavation areas before taking construction photographs.
  - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take 20 photographs of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Periodic Construction Photographs: Take 50 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.
- E. Final Completion Construction Photographs: Take 50 photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 1 Section "Quality Requirements" for submitting test and inspection reports.
  - 2. Division 1 Section "Closeout Procedures" for submitting warranties.
  - 3. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 4. Divisions 3 through 32 Sections for specific requirements for submittals in those Sections.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action.

#### 1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 10 working days for review of each resubmittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
  - 3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.



2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use one of AIA Document G810 or CSI Form 12.1A.
  2. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number, numbered consecutively.
    - k. Submittal and transmittal distribution record.
    - l. Remarks.
    - m. Signature of transmitter.
  3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked "Make Corrections Noted" or "Approved" from Engineer action stamp.
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating "Make Correction Note" or "Approved" from Engineer action stamp.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Submit electronic submittals directly to extranet specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - l. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  - 4. Submit Product Data before or concurrent with Samples.
  - 5. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Engineer will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.

- h. Schedules.
  - i. Design calculations.
  - j. Compliance with specified standards.
  - k. Notation of coordination requirements.
  - l. Notation of dimensions established by field measurement.
  - m. Relationship to adjoining construction clearly indicated.
  - n. Seal and signature of professional engineer if specified.
  - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
  3. Number of Copies: Submit two opaque (bond) copies of each submittal. Engineer will return one copy.
  4. Number of Copies: Submit three opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Engineer will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. Engineer will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Type of product. Include unique identifier for each product.
  2. Number and name of room or space.
  3. Location within room or space.
  4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Engineer will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
  1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.

3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Engineer will return two copies. Mark up and retain one returned copy as a Project Record Document.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
  2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
  2. Date of evaluation.
  3. Time period when report is in effect.
  4. Product and manufacturers' names.
  5. Description of product.
  6. Test procedures and results.
  7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
  2. Required substrate tolerances.
  3. Sequence of installation or erection.

4. Required installation tolerances.
  5. Required adjustments.
  6. Recommendations for cleaning and protection.
- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Engineer.
- W. Contractors Means and Methods: Design, preparation, review, and installation of shoring, sheeting, bracing, etc. required to achieve the final repair as indicated on the restoration documents. All means & methods are deemed the full responsibility of the Contractor.

## 2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. APPROVED (APP): Submittal is approved as is, proceed with work without any exception.
  - 2. MAKE CORRECTIONS NOTED (MCN): Submittal is approved with some revisions, proceed with work with caution and make correction(s) as noted, revise and resubmit corrected submittal for record.
  - 3. REVISE AND RESUBMIT (R&R): Submittal is not approved and must be revised and resubmitted for approval, do not proceed with work.
  - 4. REJECTED (REJ): Submittal is rejected outright without further review and a new submittal is required, do not proceed with work.
- C. Informational Submittals: Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300



## SECTION 014000 - QUALITY REQUIREMENTS

### 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 for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
  - 1. Division 3 through 32 Sections for specific test and inspection requirements.

#### 1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
1. Mockups are used for one or more of the following:
    - a. Verify selections made under Sample submittals.
    - b. Demonstrate aesthetic effects.
    - c. Demonstrate the qualities of products and workmanship.
    - d. Demonstrate successful installation of interfaces between components and systems.
    - e. Perform preconstruction testing to determine system performance.
  2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.
- 1.4 DELEGATED DESIGN SERVICES
- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

#### 1.5 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.6 ACTION SUBMITTALS

- A. Mockup Shop Drawings:
  1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
  2. Indicate manufacturer and model number of individual components.
  3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Contractor's quality-control personnel.
- B. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
  1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
  2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- E. Reports: Prepare and submit certified written reports and documents as specified.
- F. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

#### 1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, telephone number, and email address of technical representative making report.

2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement of whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement of whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.

## 1.9 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.

1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:
  1. Provide test specimens representative of proposed products and construction.
  2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
  4. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
  5. When testing is complete, remove test specimens and test assemblies, **[and]** mockups; do not reuse products on Project.
  6. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  1. Build mockups of size indicated.
  2. Build mockups in location indicated or, if not indicated, as directed by Architect.
  3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
  5. Demonstrate the proposed range of aesthetic effects and workmanship.
  6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.

7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups when directed unless otherwise indicated.

#### 1.10 QUALITY CONTROL

- A. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- B. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, and authorities' having jurisdiction reference during normal working hours.
  1. Submit log at Project closeout as part of Project Record Documents.

##### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000



## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary" for limitations on utility interruptions and other work restrictions.
  - 2. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
  - 3. Division 1 Section "Execution Requirements" for progress cleaning requirements.
  - 4. Divisions 3 through 32 Sections for other requirements as may be necessary.

#### 1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

#### 1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations. Contractor shall provide their own Port-A-John on the project site as directed by Owner. Contractor shall be responsible for routinely cleaning Port-A-John throughout the Work.
- C. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

- D. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

## 1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

## 1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- B. Paint: Comply with requirements in Division 9 painting Sections.

### 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations and for protecting installed construction from adverse effects of high humidity. Additionally, provide temporary ventilation for maintaining work area in a dust-free environment, refer to Division 1 Section "Summary". Select equipment that will not have a harmful effect on completed installations or elements

being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- G. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- E. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted. Project identification signage shall include Owner's and Architect's logo prominently displayed.
  - 1. Provide temporary, directional signs for construction personnel and visitors.
  - 2. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- H. Elevator Use: Use of elevators will be permitted, as long as elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
1. Do not load elevators beyond their rated weight capacity.
  2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- I. Existing Stair Usage: Use of Owner's existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Division 1 Section "Summary."
- B. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- D. Site Enclosure Fence: Before construction operations begin, furnish and install enclosure fence around work areas in a manner that will prevent people and animals from easily entering site except by entrance gates.
1. Extent of Fence: Limit fencing to work areas and assure work phasing requirements are met per Division 1 Section "Summary".
  2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.

- E. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, dust, odor, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- H. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants from dust and fumes.
  - 1. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
    - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
  - 2. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  - 3. Protect air-handling equipment.
  - 4. Weather strip openings.
  - 5. Provide walk-off mats at each entrance through temporary partition.
- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Prohibit smoking in construction areas at the project site.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  - 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 015000

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
  - 1. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
  - 2. Divisions 3 through 32 Sections for specific requirements for warranties on products and installations specified to be warranted.

#### 1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.



#### 1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.
    - h. Identification of items that require early submittal approval for scheduled delivery date.
  3. Initial Submittal: Within 15 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
    - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
  4. Completed List: Within 45 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  5. Engineer's Action: Engineer will respond in writing to Contractor within 15 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A.
  2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as

- performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
  - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
  - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
  - j. Cost information, including a proposal of change, if any, in the Contract Sum.
  - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
  - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
  - b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
    - b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
  2. Store materials in a manner that will not endanger Project structure.
  3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  4. Store cementitious products and materials on elevated platforms.
  5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  7. Protect stored products from damage and liquids from freezing.
  8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on

product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
  2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
  3. Refer to Divisions 3 through 9 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Division 1 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. **Standard Products:** If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Engineer will make selection.
  5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
  6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
  7. **Or Equal:** Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. **Product Selection Procedures:**
1. **Product:** Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Engineer will consider requests for substitution if received within 15 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Engineer.

- B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  2. Requested substitution does not require extensive revisions to the Contract Documents.
  3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  4. Substitution request is fully documented and properly submitted.
  5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  7. Requested substitution is compatible with other portions of the Work.
  8. Requested substitution has been coordinated with other portions of the Work.
  9. Requested substitution provides specified warranty.
  10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

### 2.3 COMPARABLE PRODUCTS

- A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
  5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017000 - EXECUTION REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  1. Construction layout.
  2. General installation of products.
  3. Progress cleaning.
  4. Starting and adjusting.
  5. Protection of installed construction.
  6. Correction of the Work.
- B. Related Sections include the following:
  1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  2. Division 1 Section "Submittal Procedures" for submitting surveys.
  3. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
  4. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  1. Before construction, verify the location and points of connection of utility services.

- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
  
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
  
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
  
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
  
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."



### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017000

## SECTION 017320 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Salvage of existing items to be reused or recycled.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary" for use of premises, and phasing, and Owner-occupancy requirements.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.4 SUBMITTALS

- A. Qualification Data: For demolition firm and professional engineer.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for other tenants affected by selective demolition operations.

6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
  7. Means of protection for items to remain and items in path of waste removal from building.
- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- D. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- E. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

#### 1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

#### 1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
1. Comply with requirements specified in Division 1 Section "Summary."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
1. Before selective demolition, Owner will remove the following items:
    - a. Vehicles / Buses
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is unknown whether hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service & Mechanical / Electrical Equipment: Maintain existing utilities and mechanical / electrical equipment and protect them against damage during selective demolition operations. Review all utility services and mechanical / electrical equipment that is within the Limits of Work prior to submitting a bid. Include in the base bid all costs associated with the relocation and/or temporary shutdown of utility services and mechanical / electrical equipment that must be completed in order to complete the Work. Notify Owner, Operator, Architect and Amtrak of the required relocation(s) and/or temporary shutdown(s). Proceed with this Work upon receiving approval.
  1. Maintain fire-protection facilities in service during selective demolition operations.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped, if applicable.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs.
  1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems that do not prevent the completion of the Work and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems as required to complete the Work.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:



1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Protect items from damage during transport and storage.
3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Refer to Division 3 Section "Concrete Rehabilitation."
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

### 3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Existing Items to Be Removed: Concrete, asphalt, deck coating, etc. as defined in the Contract Documents.
- B. Existing Items to Be Removed and Reinstalled: Utility services and mechanical / electrical equipment that must be relocated or removed and reinstalled in order to complete the Work.
- C. Existing Items to Remain: Utility services and mechanical / electrical equipment that do not prevent the completion of the Work.

END OF SECTION 017320

## SECTION 017329 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Divisions 3 through 32 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### 1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
  - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

7. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

## 1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
  1. Primary operational systems and equipment.
  2. Air or smoke barriers.
  3. Mechanical systems piping and ducts.
  4. Control systems.
  5. Communication systems.
  6. Conveying systems.
  7. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
  1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.
  3. Exterior curtain-wall construction.
  4. Equipment supports.
  5. Piping, ductwork, vessels, and equipment.
  6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## 1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, etc. following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, etc. before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until blended with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight and dust-free condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

## SECTION 017400 – WARRANTIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
  - 2. Division 1 Section "Closeout Procedures" specifies contract closeout procedures.
  - 3. Divisions 3 through 32 Sections for specific requirements for warranties on products and installations specified to be warranted.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

#### 1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

#### 1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

#### 1.5 SUBMITTALS

- A. Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within 15 days of completion of that designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Engineer, for approval prior to final execution.
- C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-



by-11-inch paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 LIST OF WARRANTIES

- A. Schedule: Provide warranties on products and installations as specified in other Sections of this Project Manual.

END OF SECTION 017400

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.
- B. Related Sections include the following:
  - 1. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 2. Divisions 3 through 32 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 7. Advise Owner of changeover in heat and other utilities.
  - 8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  - 9. Complete final cleaning requirements, including touchup painting.

10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to General Conditions.
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

- a. Project name.
- b. Date.
- c. Name of Architect.
- d. Name of Contractor.
- e. Page number.

## 1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch** paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - k. Remove labels that are not permanent.
    - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
    - m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - n. Replace parts subject to unusual operating conditions.
    - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
    - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and

defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

- s. Leave Project clean and ready for occupancy.
  
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

## SECTION 017820 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.
- B. Related Sections include the following:
  - 1. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
  - 3. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
  - 4. Divisions 3 through 32 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

#### 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.4 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

## 1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
  1. List of documents.
  2. List of systems.
  3. List of equipment.
  4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

### 2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  1. Subject matter included in manual.



2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name, address, and telephone number of Contractor.
  6. Name and address of Architect.
  7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
  4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
  5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.
  2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."
- E. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017820

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### 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 for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record specifications.
  - 3. Record Product Data.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 2. Division 3 through 32 Sections for specific requirements for Project Record Documents of the Work in those Sections.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit one paper-copy set(s) of marked-up record prints in PDF format.
      - 2) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
      - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit three paper-copy set(s) of marked-up record prints in PDF format.
      - 2) Submit PDF electronic files of scanned Record Prints and three set(s) of file prints.
      - 3) Print each drawing, whether or not changes and additional information were recorded.

- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

#### 1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  - 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  - 1. Format: Annotated PDF electronic file.
  - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  - 3. Refer instances of uncertainty to Architect for resolution.
  
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Format: Annotated PDF electronic file.
  - 3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

#### 1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  - 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
  
- B. Format: Submit record specifications as annotated PDF electronic file.

#### 1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
  
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

C. Format: Submit Record Product Data as annotated PDF electronic file.

1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

#### 1.7 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

#### 1.8 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

## SECTION 033000 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
  - 1. Suspended slabs.
  - 2. Concrete toppings, washes and pourstrips.
  - 3. Stairs, landings and lobby floors.
  - 4. Stair tower and elevator walls.
  - 5. Building frame members.
  - 6. Building walls.
- B. Related Sections include the following:
  - 1. Division 3 Section "Unbonded Post-Tensioned System" for cast-in-place, post-tensioned concrete.
  - 2. Division 7 Section "Garage Waterproofing Systems" for waterproofing applied to cast-in-place concrete.

#### 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar



diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

#### 1.5 INFORMATION SUBMITTALS

- A. Samples: For vapor retarder.
- B. Welding certificates.
- C. Qualification Data: For Installer, manufacturer and testing agency.
- D. Material Certificates: For each of the following, signed by manufacturers:
  - 1. Cementitious materials.
  - 2. Admixtures, including compatibility certification.
  - 3. Form materials and form-release agents.
  - 4. Steel reinforcement and accessories.
  - 5. Fiber reinforcement.
  - 6. Curing compounds.
  - 7. Bonding agents.
  - 8. Adhesives.
  - 9. Vapor retarders.
  - 10. Semirigid joint filler.
  - 11. Joint-filler strips.
  - 12. Repair materials.
- E. Material Test Reports: For the following, from a qualified testing agency:
  - 1. **Aggregates:** Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- F. Field quality-control test and inspection reports.
- G. Minutes of preinstallation conference.

#### 1.6 QUALITY ASSURANCE

- A. **Installer Qualifications:** A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
  2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- E. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code--Reinforcing Steel."
- F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
  2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- G. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- H. Mockups: At locations directed by Engineer building mockups to demonstrate reinforcement placement, typical joints, surface finish texture, tolerances, and standard of workmanship.
1. Approved panels may become part of the completed Work if undisturbed at time of Substantial Completion.
- I. Preinstallation Conference: At least 30 days prior to the start of concrete work, conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
1. Review proposed concrete design mixtures and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
    - a. Contractor's superintendent.
    - b. Independent testing agency responsible for concrete design mixtures.
    - c. Independent testing agency responsible for field quality control.
    - d. Ready-mix concrete manufacturer.
    - e. Concrete subcontractor.
    - f. Primary admixture manufacturers.
  2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, semirigid joint fillers, forms and form removal limitations, shoring and reshoring

- procedures, vapor-retarder installation, anchor rod and anchorage device installation tolerances, steel reinforcement installation, floor and slab finish requirements, concrete repair procedures, and concrete protection.
3. Minutes of the meeting shall be recorded and prepared by the Contractor and distributed to all parties concerned within 5 days of the meeting.
    - a. The minutes shall include a statement by the concrete subcontractor indicating that the proposed design mixtures and their placing, consolidating, finishing and curing procedures can produce the concrete quality required by the specifications.
  - J. For the purposes of this Specification, all concrete within the parking structure is considered to be "exposed to public view." Where the concrete surface is indicated to have an "Architectural Concrete Finish", the contractor shall adhere to the requirements as defined in Paragraph 3.8.D. of this Section.
  - K. The Contractor shall keep the following references at the project site:
    1. ACI 301 (latest edition) "Specification for Structural Concrete for Buildings."
    2. ACI 305R "Hot Weather Concreting."
    3. ACI 306.1 "Cold Weather Concreting."

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

### 2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
  1. Plywood, metal, or other approved panel materials.

- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, **3/4 by 3/4 inch**, minimum.
- D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- F. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  - 1. Furnish units that will leave no corrodible metal closer than **1 inch** to the plane of exposed concrete surface.
  - 2. Furnish ties that, when removed, will leave holes no larger than **1 inch** in diameter in concrete surface.
  - 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

## 2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, **Grade 60**, deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, **Grade 60**, deformed.
- C. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, **Grade 60**, deformed bars, ASTM A 775/A 775M or ASTM A 934/A 934M, epoxy coated, with less than 2 percent damaged coating in each **12-inch** bar length.
- D. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- E. Galvanized-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from galvanized steel wire into flat sheets.
- F. Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, deformed steel.

## 2.4 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A 615/A 615M, **Grade 60**, plain-steel bars, cut bars true to length with ends square and free of burrs.
- B. Epoxy-Coated Joint Dowel Bars: ASTM A 615/A 615M, **Grade 60**, plain-steel bars, ASTM A 775/A 775M epoxy coated.

- C. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.
- D. Zinc Repair Material: ASTM A 780, zinc-based solder, paint containing zinc dust, or sprayed zinc.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
  - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
  - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
  - 3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.

## 2.5 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I. Use one brand of cement throughout Project unless otherwise acceptable to Architect. When permitted, supplement with the following:
    - a. Fly Ash: ASTM C 618, Class F.
    - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
  - 2. See Paragraph 2.13.B. for limitation of use for supplementary cementitious materials.
- B. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
  - 1. Maximum Coarse-Aggregate Size: **3/4 inch** nominal.
  - 2. Fine Aggregate: ASTM C 1260, Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.

## 2.6 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- C. Non-Set-Accelerating Calcium Nitrite Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.
1. Available Products:
    - a. Grace Construction Products, W. R. Grace & Co.; DCI-S.
    - b. Euclid Chemical Company (The); Eucon CIA (with appropriate retarder as required).
    - c. OR approved equal.
  2. Add three (3) gallons per cu. yd. of concrete in cast-in-place beams, slabs, toppings, washes, and pourstrips.
- D. Silica Fume:
1. Add 35 lbs./cu. yd. of concrete for cast-in-place toppings and washes. Use of dry silica fume product is not acceptable unless approved in writing by the Architect.
  2. Silica Fume shall come from the same source throughout the project.
  3. Subject to compliance with requirements, provide one of the following products:
    - a. "Force 10,000", W.R. Grace and Co.
    - b. "Eucon MSA", Euclid Chemical Co.
    - c. "Sikacrete 950DP", Sika Corp.

## 2.7 FIBER REINFORCEMENT

- A. Synthetic Fiber: Monofilament or fibrillated polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches long.
1. Available Products:
    - a. Monofilament Fibers:
      - 1) Axim Concrete Technologies; Fibrasol IIP.
      - 2) Euclid Chemical Company (The); Fiberstrand 100.
      - 3) FORTA Corporation; Forta Mighty Mono.
      - 4) Grace Construction Products, W. R. Grace & Co.; Grace MicroFiber.
      - 5) Metalcrete Industries; Polystrand 1000.
      - 6) SI Concrete Systems; Fibermesh 150.

## 2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

1. Available Products:

- a. Axim Concrete Technologies; Cimfilm.
- b. Burke by Edoco; BurkeFilm.
- c. ChemMasters; Spray-Film.
- d. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Aquafilm.
- e. Dayton Superior Corporation; Sure Film.
- f. Euclid Chemical Company (The); Eucobar.
- g. Kaufman Products, Inc.; Vapor Aid.
- h. Lambert Corporation; Lambco Skin.
- i. L&M Construction Chemicals, Inc.; E-Con.
- j. MBT Protection and Repair, Div. of ChemRex; Confilm.
- k. Meadows, W. R., Inc.; Sealtight Evapre.
- l. Metalcrete Industries; Waterhold.
- m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
- n. Sika Corporation, Inc.; SikaFilm.
- o. Symons Corporation, a Dayton Superior Company; Finishing Aid.
- p. Unitex; Pro-Film.
- q. US Mix Products Company; US Spec Monofilm ER.
- r. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.
- s. Or approved equal.

- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

- D. Water: Potable.

- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

1. Available Products:

- a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
- b. Burke by Edoco; Aqua Resin Cure.
- c. ChemMasters; Safe-Cure Clear.
- d. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; W.B. Resin Cure.
- e. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
- f. Euclid Chemical Company (The); Kurez DR VOX.
- g. Kaufman Products, Inc.; Thinfilm 420.
- h. Lambert Corporation; Aqua Kure-Clear.
- i. L&M Construction Chemicals, Inc.; L&M Cure W.

- j. Meadows, W. R., Inc.; 1100 Clear.
- k. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.
- l. Symons Corporation, a Dayton Superior Company; Resi-Chem Clear Cure.
- m. Tamms Industries, Inc.; Horncrete WB 30.
- n. Unitex; Hydro Cure 309.
- o. US Mix Products Company; US Spec Maxcrete Resin Clear.
- p. Vexcon Chemicals, Inc.; Starseal 1315.
- q. Or approved equal.

## 2.9 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 or aromatic polyurea with a Type A shore durometer hardness range of 90 to 95 per ASTM D 2240.
- C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
  - 1. Types I and II, non-load bearing or IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

## 2.10 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from **1/8 inch** and that can be feathered at edges to match adjacent floor elevations.
  - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
  - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
  - 3. Aggregate: Well-graded, washed gravel, **1/8 to 1/4 inch** or coarse sand as recommended by underlayment manufacturer.
  - 4. Compressive Strength: Not less than 4000 psi at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from **1/8 inch** and that can be feathered at edges to match adjacent floor elevations.
  - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.



2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

## 2.11 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Use of supplementary cementitious materials will be permitted in footings, pile caps, column piers, retaining walls and grade beams only. Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  1. Fly Ash: 25 percent.
  2. Combined Fly Ash and Pozzolan: 25 percent.
  3. Ground Granulated Blast-Furnace Slag: 50 percent.
  4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
  5. Silica Fume: 10 percent.
  6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
  7. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
  8. The exact percentages of supplementary cementitious materials used shall be based on successful placement onsite. If weather or other conditions affect the concrete properties, finishing, curing, etc. the contractor shall adjust the mix as required and resubmit for approval.
  9. In mass concrete of more than 2 feet thick, the usage rate may be increased up to 50% for fly ash and 80% for slag as long as all other requirements are met.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent for prestressed or post-tensioned concrete and 0.15 percent for mildly reinforced concrete, by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.
  2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  3. Use high range water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
  4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

2.12 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Refer to the General Notes Sheet of the Contract Drawings.

2.13 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.14 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and ASTM C1116/C1116M, and furnish batch ticket information.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
1. Class A, 1/8 inch for smooth-formed finished surfaces.
  2. Class C, 1/2 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
1. Install keyways, reglets, recesses, and the like, for easy removal.
  2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.

- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.
- M. Do not use earth cuts as concrete formworks unless approved by the Engineer.

### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
  - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
  - 3. Install dovetail anchor slots in concrete structures as indicated.

### 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than **50 deg F** for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.
  - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
  - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### 3.4 SHORES

- A. Comply with **ACI 318** and ACI 301 for design, installation, and removal of shoring.
  - 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.
- C. Plan sequence of removal of shores and reshore to avoid damage to concrete.

### 3.5 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
  - 1. Weld reinforcing bars according to AWS D1.4, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.

### 3.6 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 2. Form keyed joints as indicated. Embed keys at least **1-1/2 inches** into concrete.

3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
  4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings, grade beams, pile caps, and floor slabs.
  5. Space vertical joints in walls as indicated in the Drawings but not more than 20 ft. o.c. and 15 ft. from corners. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
  6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade, toppings, and washes: Form weakened-plane contraction joints, sectioning concrete into areas as indicated in the Drawings but not more than 15 ft o.c. in each way, unless noted otherwise on the Drawings. Provide contraction joints in toppings and washes above every precast joint and at other locations indicated on the Drawings. Construct contraction joints for a depth equal to at least 1/4 of concrete thickness as follows:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of **1/8 inch**. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  2. Sawed Joints: Saw cutting of joints is strictly prohibited.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
1. Terminate full-width joint-filler strips not less than **1/2 inch** or more than **1 inch** below finished concrete surface where joint sealants, specified in Division 7 Section "Garage Waterproofing Systems," are indicated.
  2. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

### 3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
  2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least **6 inches** into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  2. Maintain reinforcement in position on chairs during concrete placement.
  3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  4. Slope surfaces uniformly to drains where required.
  5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When average high and low temperature is expected to fall below **40 deg F** for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Use specified non-chloride accelerator only. Do not use calcium chloride, salts or other admixtures containing more than 0.05% chloride ions by weight.
- F. Hot-Weather Placement: Comply with ACI 305 and as follows:
1. Maintain concrete temperature below **90 deg F** at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.
  3. Use approved water-reducing, retarding admixture to "normalize" initial set.

### 3.8 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
1. Apply to concrete surfaces not exposed to public view.

- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, to be covered with a coating or covering material applied directly to concrete and as indicated.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
  2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
  3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. Architectural Concrete Finish: Provide smooth uniform finish upon form removal with no patching, stoning or other form of repair, except washing, permitted unless otherwise noted, for walls, columns and other surfaces visible to view when the work is complete. The surface shall match approved jobsite mockup.
- E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### 3.9 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of **1/4 inch** in 1 direction.
1. Apply scratch finish to surfaces indicated and to receive concrete floor toppings.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots.



Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

1. Apply float finish to surfaces indicated to receive trowel finish and to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
1. Apply a trowel finish to surfaces indicated exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
  2. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-foot- long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/4 inch
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
1. Comply with flatness and levelness tolerances for trowel finished floor surfaces.
- F. Broom Finish for Flatwork in Parking and Drive Areas: Apply a broom finish to all driving and parking areas, ramps, and elsewhere as indicated.
1. Bullfloat immediately after screeding. Complete before any excess moisture or bleed water is present on surface (ACI 302.1R, Article 7.2.3). Use of power-propelled rotary trowelling machines with float blades shall be prohibited.
  2. After excess moisture or bleed water has disappeared and concrete has stiffened sufficiently to allow operation, give slab surface a coarse straight broom transverse finish scored 3/16 inch deep texture by drawing a stiff bristle broom across surface perpendicular to main traffic route Texture shall be as accepted by Architect from sample panels. Coordinate with Traffic Topping manufacturer and applicator as to acceptability.
  3. Finishing Tolerance: Bullfloated floor finish tolerance per ACI 117 section 4.5.7. If required, more stringent tolerances shall be used to assure that the slabs drain freely to floor drains. In addition, floor surface shall not vary more than  $\pm 3/4$ " from elevation noted on Drawings.
  4. Before installation of flatwork and after submittal, review, and approval of concrete mix design, Contractor shall fabricate one or more acceptable test panels simulating finishing techniques and final appearance to be expected and used on Project. Test panels shall be minimum of 15 ft. in area cast to thickness of typical parking and drive area wearing surface in Project. (Maximum thickness of test panels need not exceed 6 inches.) Test panels shall be cast from concrete supplied by similar concrete batch used for this project. Contractor shall finish panels following requirements of items 1,2 and 3 above. Architect may reject finished panels, in which case Contractor shall repeat procedure until Architect acceptance is obtained. Accepted test panels shall be cured in accordance with specifications and may be incorporated into Project. Accepted test panels shall serve as basis for acceptance/rejection of final finished surfaces of all flatwork.



5. Finish all concrete slabs including toppings and washes to proper elevations to insure that all surface water will drain freely to floor drains, and that no puddle areas exist. Contractor shall bear cost of any corrections to provide for this positive drainage requirement.
  6. The Contractor shall arrange for and wet all slabs with water for the purpose of detecting any defects in the concrete that would result in leaks and/or inadequate drainage. Slab surfaces shall be wetted until water flows freely to drains. No finished spaces shall be sealed or insulated or ceilings installed until drainage test has been completed on the slab above and reviewed by the Architect for acceptance.
    - a. Water ponding is not acceptable. Repair low spots and puddles so water can flow freely to floor drains.
    - b. Rout and seal leaking joints that are usually located at expansion joints, control joints, or construction joints. These leaking joints are located by water observed on the underside of the slabs and opposite faces of walls. If the expansion joint is not installed at the time of the flood test, this area shall be tested after it is installed.
    - c. Rout and seal cracks that are located when water is observed on the underside of the slab. Cracks may also be observed on the top surface of the slab when the concrete slabs are drying and the cracks are highlighted with moisture.
- G. Elevator and Stair Lobbies, Landings, and Treads Concrete Finish: Provide non-slip, broom or medium sandblast, uniform finish with no patching, stoning or other form of repair, except washing, permitted unless otherwise noted, for top surface of lobbies, stair landings, and treads when the work is complete. The surface shall match approved jobsite mockup.

### 3.10 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates from manufacturer furnishing machines and equipment.
- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel-finish concrete surfaces.

### 3.11 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching **0.2 lb/sq. ft. x h** before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the methods shown below. Use moisture curing, moisture-retaining cover curing, or a combination thereof under normal weather conditions. Use of curing compounds shall be allowed only in excessive hot or cold weather conditions subject to the approval of the Engineer.
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with **12-inch** lap over adjacent absorptive covers.
  - 2. Moisture-Retaining Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least **12 inches**, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
    - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
    - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.
  - 3. Curing Compound (to be used for hot or cold weather concreting only): Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
    - a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.

### 3.12 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a **No. 16** sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
  1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than **1/4 inch** in any dimension in solid concrete, but not less than **1/2 inch** in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
  3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
  1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of **0.01 inch** wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  2. After concrete has cured at least 14 days, correct high areas by grinding.
  3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with approved underlayment or overlayment materials. Finish repaired areas to blend into adjacent concrete.
  4. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of **1/4 inch** to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  5. Repair defective areas, except random cracks and single holes **1 inch** or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a **3/4-inch** clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

6. Repair random cracks and single holes **1 inch** or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and /or polymer repair mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

### 3.13 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
  1. Steel reinforcement placement.
  2. Steel reinforcement welding.
  3. Headed bolts and studs.
  4. Verification of use of required design mixture.
  5. Concrete placement, including conveying and depositing.
  6. Curing procedures and maintenance of curing temperature.
  7. Verification of concrete strength before removal of shores and forms from beams and slabs.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding **5 cu. yd.**, but less than **25 cu. yd.**, plus one set for each additional **50 cu. yd.** or fraction thereof.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  2. Slump: ASTM C 143/C 143M; one test at point of placement for each truck of concrete. Reduce frequency of tests when concrete tests results were consistently within acceptable range upon approval from Engineer.
  3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each truck of concrete. Reduce frequency to one test out of each composite sample when test results are consistently within acceptable range upon approval from Engineer.
  4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is **40 deg F** and below and when **80 deg F** and above, and one test for each composite sample.
  5. Unit Weight: ASTM C 567, fresh unit weight of concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

6. Compression Test Specimens: ASTM C 31/C 31M; choose either 6"x12" specimens (two cylinders per set) or 4"x8" specimens (three cylinders per set) for standard cylinder testing. Test minimum 4 sets of standard cylinders for P/T concrete, minimum 3 sets of standard cylinders for others and Test minimum 3 sets of standard cylinders for precast concrete for each composite sample. Mold and store cylinders for laboratory-cured test specimens for 7-day and 28-day strength testing. Field-cured cylinders shall be maintained at the site under conditions identical to concrete represented by them.
  - a. Cast and field-cure 1 set of standard cylinder specimens for P/T concrete and no sets of standard cylinder specimens for others, for each composite sample.
  - b. Cast and laboratory-cure 3 sets of standard cylinder specimens for each composite sample.
7. Compressive-Strength Tests: ASTM C 39/C 39M.
  - a. Test 1 set of field-cured specimens prior to P/T tendon stressing, 1 set of laboratory-cured specimens at 7 days, and 1 set of laboratory-cured specimens at 28 days. Retain 1 set of laboratory-cured specimens in reserve for later testing if required.
  - b. A compressive-strength test shall be the average compressive strength from a set of specimens obtained from same composite sample and tested at age indicated.
8. When strength of 7-day laboratory-cured cylinders is less than 75 percent of 28-day design strength, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
10. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
11. Non-Compliant Test Reports: All test reports indicating non-compliance should be electronically sent immediately to all parties on the test report distribution list. Hard copies of non-conforming test reports shall be submitted on different colored paper.
12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

## SECTION 033816 - UNBONDED POST-TENSIONED CONCRETE

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Post-tensioning tendons and accessories, including pocket formers, bar chairs, slab bolsters, and nonprestressed reinforcement required for installing post-tensioning tendons, including the following:
  - a. Support bars.
  - b. Backup bars and hairpins at anchorages.
  - c. Hairpins at locations of horizontal curvature.
  - d. Supplemental reinforcement at blockouts.
2. Post-tensioning operations, including stressing, recording tendon elongations and gage pressures, and finishing tendons.

##### B. Related Requirements:

1. Division 1 Section "Selective Demolition" for demolition of selected portions of the garage.
2. Section 033000 "Cast-in-Place Concrete" for cast-in-place concrete, steel reinforcement, placement of nonprestressed steel reinforcement, and concrete strength testing of laboratory and field-cured cylinders.

#### 1.2 DEFINITIONS

- A. Strand Tail: Excess strand length extending past the anchorage device.
- B. Stressing Pocket: Void formed by pocket former at stressing-end anchorage that provides required cover over wedges and strand tail.
- C. Wedge Cavity: Cone-shaped hole in anchorage device designed to hold the wedges that anchor the strand.

#### 1.3 COORDINATION

##### A. Attachments and Penetrations:

1. Attach permanent construction, such as façade support mullion connection hardware, curtain-wall systems, handrails, fire-protection equipment, lights, and security devices to the post-tensioned slab using embedded anchors.

2. Drilled anchors, power-driven fasteners, and core drilling for sleeves or other penetrations are not allowed unless authorized in writing by Architect.
3. Form penetrations within 18 inches of an anchorage with ASTM A53/A53M, Schedule 40 steel pipe.

#### 1.4 ACTION SUBMITTALS

##### A. Product Data: For the following:

1. Post-tensioning coating.
2. Tendon sheathing.
3. Anchorage devices.
4. Tendon couplers.
5. Bar and tendon supports.
6. Pocket formers.
7. Sheathing repair tape.
8. Stressing-pocket patching material.
9. Encapsulation system.

##### B. Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing tendon layout, installation procedures, and the following:

1. Installation drawings, including plans, elevations, sections, and details.
2. Numbers, arrangement, and designation of post-tensioning tendons.
3. Tendon profiles and method of tendon support, including chair heights and locations. Show tendon profiles at sufficient scale to clearly indicate all support points with their associated heights.
4. Details for horizontal curvature around openings and at anchorages.
5. Locations of anchorages and blockouts required for stressing.
6. Anchorage details, including bundled tendon flaring.
7. Tendon clearances around slab openings and penetrations.
8. Construction joint locations and pour sequence.
9. Details for corners and other locations where tendon layouts may conflict with one another or with nonprestressed reinforcing steel.
10. Locations of nonprestressed reinforcement required for installing post-tensioning tendons, including, but not limited to, the following:
  - a. Support bars.
  - b. Backup bars and hairpins at anchorages.
  - c. Hairpins at locations of horizontal curvature.
  - d. Supplemental reinforcement at blockouts.
11. Stressing procedures and jacking force to result in final effective forces used in determining number of tendons required.
12. Calculated elongations for each tendon.

##### C. Samples: For the following products:

1. Anchorages with 24 inches of coated, sheathed strand.



2. Couplers with 24 inches of coated, sheathed strand.
3. Components of the encapsulation system, unassembled and clearly identified.

D. Delegated Design Submittal: For post-tensioning system.

1. Include sealed design calculations prepared by a qualified structural engineer indicating method of elongation calculation, including values used for friction coefficients, anchorage seating loss, elastic shortening, creep, relaxation, and shrinkage.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer. Include resume of individual supervising installation and stressing of post-tensioning tendons.

B. Evaluation Reports: For each type of anchorage device and coupler, from ICC-ES:

C. Product Certificates: For each type of encapsulation system.

D. Mill Test Reports: Certified mill test reports for prestressing strand used on Project, indicating that strand is low relaxation and including the following:

1. Coil numbers or identification.
2. Breaking load.
3. Load at 1 percent extension.
4. Elongation at failure.
5. Modulus of elasticity.
6. Diameter and net area of strand.

E. Field quality-control reports.

F. Procedures Statement: Procedures for cutting excess strand tail and patching stressing pocket.

G. Stressing Jack Calibration: Calibration certificates for jacks and gages to be used on Project. Calibrate each jack-and-gage set as a pair.

## 1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Fabricating plant certified by PTI according to procedures set forth in PTI's "Manual for Certification of Plants Producing Unbonded Single Strand Tendons."

B. Installer Qualifications: A qualified installer whose full-time Project superintendent has successfully completed PTI's Level 1 - Field Fundamentals course or has equivalent verifiable experience and knowledge acceptable to Architect.

1. Superintendent to be trained by post-tensioning supplier in the operation of stressing equipment to be used on Project.

C. Testing Agency Qualifications: Qualified according to ASTM E329 for testing indicated.

1. Testing Agency Inspector: Personnel performing field inspections and measuring elongations to have successfully completed PTI's Level 1 - Field Fundamentals course or to have equivalent verifiable experience and knowledge acceptable to Architect.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle post-tensioning materials according to PTI's "Field Procedures Manual for Unbonded Single Strand Tendons."
- B. Inspect tendons and accessory items at time of their delivery to Project site, prior to off-loading. Notify post-tensioning supplier of observed damage prior to off-loading.
- C. Keep accurate and current records of materials delivered and used.
- D. Immediately remove from Project site any tendons with damaged strand.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain post-tensioning materials and equipment from single source.
  1. Stressing jacks not provided by post-tensioning supplier must be calibrated and approved for use on Project by post-tensioning supplier.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design post-tensioned reinforcement.
- B. Design structure to withstand the loads indicated according to governing codes, within limits and under conditions indicated.
- C. Average Precompression:
  1. Minimum Average Slab Precompression: 150 psi.
  2. Maximum Average Slab Precompression: 300 psi.
  3. Minimum Average Precompression in T-, L-, and Rectangular-Beam Cross Sections: 200 psi.
  4. Minimum Precompression in Slab Section Not Included in T- or L-Beam Section: 150 psi.
  5. Maximum Precompression in Transfer Girders: 1000 psi. Specify stage-stressing sequence to avoid overstress.
- D. Comply with ACI 318 requirements unless more stringent requirements are indicated.
  1. Limits on stresses at transfer of prestress and under service load.

2. Minimum bonded reinforcement.
3. Concrete cover over reinforcement.

E. Deflection Limits, Including Creep and Shrinkage Effects, as Follows:

1. Total Dead Load:  $L/600$ .
2. Total Dead Plus Live Load:  $L/360$ .

F. Minimum Slab Thickness: 7 inches, unless noted otherwise in the Contract Drawings.

G. Closure Strips: Locate closure strips at midspan and adjust tendon forces and profiles accordingly. Calculate moments in spans with closure strips assuming a continuous slab. Provide only nonprestressed reinforcement within closure strips. Design reinforcement in closure strip to carry ultimate moment at midspan.

### 2.3 POST-TENSIONING TENDONS

A. ACI Publications: Comply with ACI 423.7 unless otherwise indicated.

B. Post-Tensioning Strand: ASTM A416/A416M, Grade 270, uncoated, seven-wire, low-relaxation, 0.5-inch- diameter strand.

C. Post-Tensioning Coating: Compound with friction-reducing, moisture-displacing, and corrosion-inhibiting properties; chemically stable and nonreactive with prestressing strand, nonprestressed reinforcement, sheathing material, and concrete.

1. Minimum Coating Weight: 2.5 lb for 0.5-inch- diameter strand per 100 feet of strand.
2. Completely fill annular space between strand and sheathing over entire tendon length with post-tensioning coating.

D. Tendon Sheathing:

1. Material: Polyethylene or polypropylene with a minimum density of 0.034 lb/cu. in.
2. Minimum Thickness: 0.050 inch.

E. Anchorage and Coupler Assemblies: Assemblies of prestressing strand, wedges, and anchor or coupler complying with static and fatigue testing requirements and capable of developing 95 percent of actual breaking strength of strand.

1. Anchorage Bearing Stresses: Comply with ACI 423.7 for stresses at transfer load and service load.
2. Fixed-End Anchorage Assemblies: Plant fabricated with wedges seated at a load of not less than 80 percent and not more than 85 percent of breaking strength of strand.

F. Encapsulation System: Watertight encapsulation of prestressing strand consisting of the following:

1. Encapsulation Caps: Attached to anchorages with a positive mechanical connection and completely filled with post-tensioning coating.

- a. Encapsulation Caps for Fixed- and Stressing-End Anchorages: Designed to provide watertight encapsulation of wedge cavity. Sized to allow required extension of strand past the wedges.
    - 1) Attach encapsulation caps for fixed-end anchorages in fabricating plant.
  - b. Encapsulation Caps at Intermediate Anchorages: Open to allow passage of strand.
2. Sleeves: Attached to anchorage with positive mechanical connection; overlapped a minimum of 4 inches with sheathing and completely filled with post-tensioning coating.

## 2.4 NONPRESTRESSED STEEL BARS

### A. Support Bars, Reinforcing Bars, and Hairpins:

1. Epoxy-Coated Steel: ASTM A615/A615M, Grade 60, deformed bars, ASTM A775/A775M epoxy coated with less than 2 percent damaged coating in each 12-inch bar length.
    - a. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on bars and complying with ASTM A775/A775M. After fabricating bars, repair damaged areas according to ASTM D3963/D3963M.
- ### B. Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening tendons and tendon support bars in place. Manufacture bar supports, according to CRSI's "Manual of Standard Practice," from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
1. For uncoated bars, use all-plastic bar supports.
  2. For epoxy-coated bars, use CRSI Class 1A epoxy-coated or other dielectric-polymer-coated-wire bar supports.

## 2.5 ACCESSORIES

- ### A. Pocket Formers: Capable of completely sealing wedge cavity; sized to provide the required cover over the anchorage and allow access for cutting strand tail.
- ### B. Anchorage Fasteners: Stainless-steel nails, wires, and screws used to attach anchorages to formwork.
- ### C. Sheathing Repair Tape: Elastic, self-adhesive, moistureproof tape with minimum width of 2 inches, in contrasting color to tendon sheathing; nonreactive with sheathing, coating, or prestressing steel.
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Adhesive Tape Products, Inc.; PWT-20.
    - b. 3M; Tape 226.

- c. Tyco Adhesives; Polyken 826.
- d. OR approved equal.

## 2.6 PATCHING MATERIAL

- A. One-component, polymer-modified, premixed patching material containing selected silica aggregates and portland cement, suitable for vertical and overhead applications. Do not use material containing chlorides or other chemicals known to be deleterious to prestressing steel or material that is reactive with prestressing steel, anchorage device material, or concrete.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Euclid Chemical Company (The); Verticoat Supreme.
    - b. Fox Industries, Inc.; FX-228.
    - c. Kaufman Products, Inc.; Patchwell Kit HB.
    - d. BASF Building Systems; MasterEmaco N 350 CI.
    - e. Sika Corporation, Inc.; SikaMonoTop 612.
    - f. OR approved equal.

## 2.7 DESIGN FORCES AND STRESSES

- A. Effective post-tensioning forces, after all losses have occurred, are shown on Drawings.
- B. Maximum tensile stress in post-tensioning tendons due to jacking forces shall not exceed 80 percent of specified tensile strength or 94 percent of specified yield strength of post-tensioning tendon, whichever is smaller, but not greater than maximum value recommended by manufacturer of post-tensioning tendons.
- C. Maximum tensile stress in post-tensioning tendons immediately after anchorage shall not exceed 70 percent of specified tensile strength.
- D. Allowable slip of strand at anchorage shall not exceed 1/4 inch. Measured elongation shall be within +/- 7% of calculated.
- E. Design effective prestress force shown on Drawings and design moment strength of all post-tensioned sections are based on effective stress of 173,200 psi in P/T tendons after allowance for all prestress losses.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. Design formwork to support load redistribution that may occur during stressing operation. Ensure that formwork does not restrain elastic shortening, camber, or deflection resulting from application of prestressing force.

- B. Do not remove forms supporting post-tensioned elements until tendons have been fully stressed and elongations have been approved by Architect.
- C. Do not place concrete in supported floors until tendons on supporting floors have been stressed and elongations have been approved by Architect.

### 3.2 INSTALLATION OF NONPRESTRESSED STEEL REINFORCEMENT

- A. Placement of nonprestressed steel reinforcement is specified in Section 032000 "Concrete Reinforcing." Coordinate placement of nonprestressed steel reinforcement with installation of post-tensioning tendons.

### 3.3 INSTALLATION OF TENDONS

- A. Install tendons according to installation drawings and procedures stated in PTI's "Field Procedures Manual for Unbonded Single Strand Tendons."
  - 1. Tolerances: Comply with tolerances in ACI 423.7 for beams and slabs.
- B. Tendon Supports: Provide continuous slab bolsters or bars supported on individual high chairs spaced at a maximum of 42 inches o.c. to ensure tendons remain in their designated positions during construction operations and concrete placement.
  - 1. Support tendons as required to provide profiles shown on installation drawings. Position supports at high and low points and at intervals not exceeding 48 inches. Ensure that tendon profiles between high and low points are smooth parabolic curves.
  - 2. Attach tendons to supporting chairs and reinforcement without damaging tendon sheathing.
  - 3. Support slab tendons independent of beam reinforcement.
- C. Maintain tendon profile within maximum allowable deviations from design profile as follows:
  - 1. 1/4 inch for member depth less than or equal to 8 inches.
  - 2. 3/8 inch for member depth greater than 8 inches and less than or equal to 24 inches.
  - 3. 1/2 inch for member depth greater than 24 inches.
- D. Maintain minimum radius of curvature of 480-strand diameters for lateral deviations to avoid openings, ducts, and embedded items. Maintain a minimum of 2 inches of separation between tendons at locations of curvature.
- E. Limit tendon bundles to five (5) tendons. Do not twist or entwine tendons within a bundle. Maintain a minimum distance of 12 inches between center of adjacent bundles.
- F. If tendon locations conflict with nonprestressed reinforcement or embedded items, tendon placement governs. Obtain Architect's approval before relocating tendons or tendon anchorages that interfere with one another.
- G. Deviations in horizontal spacing and location of slab tendons are permitted when required to avoid openings and inserts.

H. Installation of Anchorages:

1. Place anchorages at locations shown on approved installation drawings.
2. Do not switch fixed- and stressing-end anchorage locations.
3. Attach pocket formers, intermediate anchorages, and stressing-end anchorages securely to bulkhead forms. Install stressing-end and intermediate anchorages perpendicular to tendon axis.
4. Install tendons straight, without vertical or horizontal curvature, for a minimum of 12 inches behind stressing-end and intermediate anchorages.
5. Embed intermediate anchorage devices at construction joints in first concrete placed at joint.
6. Minimum splice length in reinforcing bars at anchorages is 24 inches. Stagger splices a minimum of 60 inches.
7. Place fixed-end anchorages in formwork at locations shown on installation drawings. Support anchorages firmly to avoid movement during concrete placement.
8. Remove loose encapsulation caps on fixed-end anchorages, refill with post-tensioning coating, and re-attach encapsulation caps to achieve a watertight enclosure.

I. Maintain minimum concrete cover as follows:

1. From Exterior Edge of Concrete to Wedge Cavity: 2 inches.
2. From Exterior Edge of Concrete to Strand Tail: 1-1/2.
3. From Exterior Edge of Concrete to Wedge-Cavity Cap: 1-1/2.
4. Top, Bottom, and Edge Cover for Anchorages: 1-1/2 inches.

J. Maintain minimum clearance of 6 inches between tendons and openings.

K. Prior to concrete placement, mark tendon locations on formwork with spray paint.

L. Do not install sleeves within 36 inches of anchorages after tendon layout has been inspected.

M. Do not install conduit, pipe, or embeds requiring movement of tendons after tendon layout has been inspected.

N. Do not use couplers unless location has been approved by Architect.

3.4 SHEATHING INSPECTION AND REPAIR

A. Inspect sheathing for damage after installing tendons. Repair damaged areas by restoring post-tensioning coating and repairing or replacing tendon sheathing.

1. Ensure that sheathing is watertight and there are no air voids.
2. Follow tape repair procedures in PTI's "Field Procedures Manual for Unbonded Single Strand Tendons."

B. Immediately remove and replace tendons that have damaged strand.

### 3.5 CONCRETE PLACEMENT

- A. Do not place concrete until placement of tendons and nonprestressed-steel reinforcement has been inspected by testing agency.
- B. Provide Architect and testing agency a minimum of 48 hours' notice before concrete placement.
- C. Ensure compaction of concrete around anchorages.
- D. Ensure that position of tendons and nonprestressed-steel reinforcement do not change during concrete placement. Reposition tendons and nonprestressed-steel reinforcement moved during concrete placement to original location.
- E. Ensure that method of concrete placement does not damage tendon sheathing. Do not support pump lines, chutes, or other concrete-placing equipment on tendons.

### 3.6 TENDON STRESSING

- A. Calibrate stressing jacks and gages at start of project and at least every six months thereafter. Keep copies of calibration certificates for each jack-and-gage pair on Project site that are available for inspection. Exercise care in handling stressing equipment to ensure that proper calibration is maintained.
- B. Stress tendons only under supervision of a qualified post-tensioning superintendent.
- C. Do not begin stressing operations until concrete compressive strength has reached 3000 psi as indicated by tests of field-cured cylinders.
- D. Complete stressing within 96 hours of concrete placement.
- E. If concrete has not reached required compressive strength, obtain Architect's approval to partially stress tendons and delay final stressing until concrete has reached required strength.
- F. Stage stress transfer girders according to schedule shown on the Contract Drawings.
- G. If detensioning and restressing of tendon is required, discard wedges used in original stressing and provide new wedges.
- H. Mark and measure elongations according to PTI's "Field Procedures Manual for Unbonded Single Strand Tendons." Measure elongations to closest 1/8 inch.
- I. Submit stressing records within one day of completion of stressing. If discrepancies between measured and calculated elongations exceed plus or minus 7 percent, resolve these discrepancies to satisfaction of Architect.
- J. Prestressing will be considered acceptable if gage pressures shown on stressing record correspond to required stressing force and calculated and measured elongations agree within 7 percent.



- K. If measured elongations deviate from calculated elongations by more than 7 percent, perform additional testing, restressing, strengthening, or replacing of affected elements unless otherwise approved by Architect.
- L. Stressing Records: Testing agency records the following information during stressing operations:
  - 1. Name of Project.
  - 2. Date of approved installation drawings used for installation and stressing.
  - 3. Floor number and concrete placement area.
  - 4. Date of stressing operation.
  - 5. Weather conditions, including temperature and rainfall.
  - 6. Name and signature of inspector.
  - 7. Name of individual in charge of stressing operation.
  - 8. Serial or identification numbers of jack and gage.
  - 9. Date of jack-and-gage calibration certificates.
  - 10. Gage pressure to achieve required stressing force according to supplied calibration chart.
  - 11. Tendon identification mark.
  - 12. Calculated tendon elongation.
  - 13. Actual tendon elongation.
  - 14. Actual gage pressure.

### 3.7 TENDON FINISHING

- A. Do not cut strand tails or cover anchorages until stressing records have been reviewed and approved by Architect.
- B. Cut strand tails as soon as possible after approval of elongations.
- C. Cut strand tail between 1/2 and 3/4 inch from wedges. Do not damage tendon or concrete during removal of strand tail. Acceptable methods of cutting strand tail include the following:
  - 1. Oxyacetylene flame.
  - 2. Abrasive wheel.
  - 3. Hydraulic shears.
  - 4. Plasma cutting.
- D. Install encapsulation caps and sleeves on intermediate anchorages within one day of stressing.
- E. Cut strand tails and install encapsulation caps on stressing-end anchorages within one day of Architect's acceptance of elongations.
- F. Patch stressing pockets within one day of cutting strand tail. Clean inside surface of stressing pocket to remove laitance or post-tensioning coating before installing patching material. Finish patching material flush with adjacent concrete.

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
  - 1. Before concrete placement, testing agency will inspect the following for compliance with post-tensioning installation drawings and the Contract Documents:
    - a. Location and number of tendons.
    - b. Tendon profiles and cover.
    - c. Installation of backup bars, hairpins, and other nonprestressed reinforcement shown on post-tensioning installation drawings.
    - d. Installation of pocket formers and anchorage devices.
    - e. Repair of damaged sheathing.
    - f. Connections between sheathing and anchorage devices.
  - 2. Testing agency will record tendon elongations during stressing.
  - 3. Testing agency will immediately report deviations from the Contract Documents to Architect.
- B. Prepare test and inspection reports.

### 3.9 PROTECTION

- A. Do not expose tendons to electric ground currents, welding sparks, or temperatures that would degrade components.
- B. Protect exposed components within one workday of their exposure during installation.
- C. Prevent water from entering tendons during installation and stressing.
- D. Provide weather protection to stressing-end anchorages if strand tails are not cut within 10 days of stressing the tendons.

### 3.10 REPAIRS

- A. Submit repair procedure to Architect for evaluation and approval.
- B. Do not proceed with repairs requiring removal of concrete unless authorized in writing by Architect.

END OF SECTION 033816

## SECTION 039300 - CONCRETE REHABILITATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:

1. Concrete repairs  $\leq 3''$
2. Removal of deteriorated concrete and subsequent patching and rebuilding.
3. Floor joint repair.
4. Epoxy crack injection.
5. Corrosion-inhibiting treatments.
6. Steel structural reinforcement.
7. Composite structural reinforcement.
8. Embedded galvanic anodes.

- B. Related Sections include the following:

1. Division 1 Section "Selective Demolition."
2. Division 3 Section "Cast-in-Place Concrete."
3. Division 7 Section "Garage Waterproofing Systems" for waterproofing to be applied to concrete surfaces and joints.

#### 1.3 UNIT PRICES

- A. Unit prices include costs of field quality-control testing required by the Work for which the unit price applies.
- B. Concrete Removal and Patching or Rebuilding: Work will be paid for by the **cubic foot** computed on the basis of rectangular solid shapes approximating the actual shape of concrete removed and replaced with average depths, widths, and lengths, measured to the nearest **inch**.
1. Reinforcing bar replacement will be paid for separately by the **pound** of replacement steel with welded and mechanical splices paid for by the unit.
- C. Epoxy Crack Injection: Work will be paid for by the **linear foot** of crack injected.
- D. Composite Structural Reinforcement: Work, which includes surface preparation, will be paid for by the **square foot** of composite material applied.

#### 1.4 REFERENCES

- A. ACI/ICRI 2003 Concrete Repair Manual
- B. ACI 222R Corrosion of Metals in Concrete
- C. ACI 503.3-10 Specification for Producing a Skid-Resistant Surface on Concrete by the Use of Epoxy and Aggregate
- D. ASTM C 309 Curing Compounds for Concrete
- E. ASTM B418-95a Standard Specification for Cast and Wrought Galvanic Zinc Anodes
- F. ASTM A82-97a Specification for Plain Steel Wire for Concrete Reinforcement
- G. ASTM C-881, "Specification for Epoxy Resin Base Bonding Systems for Concrete"
- H. ICRI Technical Guideline No. 310.1R-2008, "Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion."
- I. ICRI Technical Guideline No. 310.2-1997, "Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings and Polymer Overlays."
- J. ICRI Technical Guideline No. 210.1-1998, "Guide for Verifying Field Performance of Epoxy Injection of Concrete Cracks".

#### 1.5 ACTION SUBMITTALS

- A. Product Data: Include material descriptions, chemical composition, physical properties, test data, and mixing and application instructions.
  - 1. Include Material Safety Data Sheets, if applicable.
- B. Samples: Cured samples of overlay and patching materials.
- C. Embedded galvanic anodes: in addition to the submittals required above, provide the following submittals:
  - 1. Anode layout completed by manufacturer for embedded galvanic anodes.
    - a. Anode spacing shall be based on the reinforcing bar steel density ratio for both corroded bar and non-corroded bar conditions. Provide anode spacing for each reinforcing bar layout that is applicable to the project. Provide a table showing the reinforcing bar size & spacing, the reinforcing bar steel density ratio, condition of steel (corroded / non-corroded), and the anode spacing. This table shall be used by the Contractor to determine the required spacing once a repair cavity is excavated; notify Architect for review and approval of the anode spacing prior to completing the concrete repair.
    - b. Provide typical anode layouts for reinforcing bar that IS NOT in contact with the existing concrete at the bottom of the repair area: anodes spaced evenly along edge of repair area.
    - c. Provide typical anode layouts for reinforcing bar that IS in contact with the existing concrete at the bottom of the repair area: anodes spaced evenly along edge of repair area as well as within the interior of the repair area.
  - 2. Resistivity readings for continuity of rebar and each anode connection. Include a plan that numbers each anode.

## 1.6 INFORMATION SUBMITTALS

- A. Shop Drawings: For formwork and temporary shoring and supports, prepared by or under the supervision of a qualified professional engineer. Design and engineering of formwork and temporary shoring and supports are Contractor's responsibility. Indicate proposed schedule and sequence for removal of formwork and temporary shoring and supports.
- B. Product Certificates: Signed by manufacturers certifying that products furnished comply with requirements and are recommended by manufacturer for uses indicated. Include compatibility certifications for all materials that come in contact with each other, including but not limited to bonding agents, patching mortars, concrete, corrosion-inhibiting treatments, sealers, polymer overlays (epoxy deck membranes), galvanic anodes, etc.
- C. Qualification Data: For installers, professional engineer, manufacturers, and testing agency to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
  - 1. For products required to be installed by workers approved by product manufacturers, include letters of acceptance by product manufacturers certifying that installers are approved to apply their products.
- D. Field quality-control test and inspection reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- E. Rehabilitation program for each phase of the rehabilitation process, including protection of surrounding materials and Project site during operations. Describe in detail the materials, methods, equipment, and sequence of operations to be used for each phase of the Work.
  - 1. If alternative materials and methods to those indicated are proposed for any phase of rehabilitation work, submit substitution request complying with Division 1 Section "Product Requirements" and provide a written description of proposed materials and methods, including evidence of successful use on other comparable projects, and a testing program to demonstrate their effectiveness for this Project.

## 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: In addition to other requirements in Division 1 Section "Quality Requirements," retain installers that employ workers trained and approved by manufacturer to apply corrosion-inhibiting treatments, concrete patching and rebuilding materials, epoxy crack injection materials, polymer overlays, polymer sealers, and composite structural reinforcement.
- B. Manufacturer Qualifications: In addition to other requirements in Division 1 Section "Quality Requirements," manufacturers shall have factory-trained representatives who are available for consultation and Project site inspection at no additional cost.
- C. Source Limitations: Obtain concrete patching and rebuilding materials, epoxy crack injection materials, and composite structural reinforcement materials through one source from a single manufacturer.

- D. Source Limitations: Obtain each of the following through one source from a single manufacturer:
  - 1. Concrete patching and rebuilding materials.
  - 2. Epoxy crack injection materials.
  - 3. Composite structural reinforcement materials.
- E. Mockups: Build mockups for concrete removal and patching, floor joint repair, epoxy crack injection, polymer overlays, polymer sealers, and composite structural reinforcement to demonstrate qualities of materials and execution.
  - 1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with type and name of products and manufacturers.
- B. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.
- C. Store cementitious materials off the ground, under cover, and in a dry location.
- D. Store aggregates, covered and in a dry location, where grading and other required characteristics can be maintained and contamination avoided.

#### 1.9 PROJECT CONDITIONS

- A. Environmental Limitations for Epoxies:
  - 1. Do not apply to damp or wet substrates unless approved by manufacturer. The deck surface shall be dry at time of application according to ASTM D4263, Standard Test Method for Indicating Moisture in Concrete.
  - 2. Do not apply when ambient and substrate temperatures are outside limits permitted in writing by manufacturer. During hot weather, cool epoxy components before mixing, store mixed products in shade, and cool unused mixed products to retard setting.
  - 3. Do not apply when temperatures are below 40 deg F or above 90 deg F, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F above dew point.
- B. Cold-Weather Requirements for Cementitious Materials: Do not apply unless air temperature is between 40 and 90 deg F and will remain so for at least 48 hours after completion of Work.
- C. Cold-Weather Requirements for Cementitious Materials: Comply with the following procedures:
  - 1. When air temperature is below 40 deg F, heat patching material ingredients and existing concrete to produce temperatures between 40 and 90 deg F.

2. When mean daily air temperature is between **25 and 40 deg F**, cover completed Work with weather-resistant insulating blankets for 48 hours after repair.
  3. When mean daily air temperature is below **25 deg F**, provide enclosure and heat to maintain temperatures above **32 deg F** within the enclosure for 48 hours after repair.
- D. Hot-Weather Requirements for Cementitious Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of water from patching materials. Provide artificial shade and wind breaks, and use cooled materials as required. Do not apply to substrates with temperatures of **90 deg F** and above.
- E. Environmental Limitations for High-Molecular-Weight Methacrylate Sealers: Do not apply when concrete surface temperature is below **55 deg F** or above **90 deg F**. Apply only to substrates that have been dry for at least 72 hours.

#### 1.10 WARRANTY

- A. Special Manufacturer's Warranty: Manufacturer's standard form in which the Manufacturer agrees to furnish and repair or replace the product(s) that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period for all products listed in Part 2 of this Section, unless noted otherwise: Three years from date of Substantial Completion.
- B. Special Installer's Warranty: Manufacturer's standard form in which the Installer agrees to repair or replace the product(s) that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period for the installation of products listed in Part 2 of this Section, unless noted otherwise: Three years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure from the following:
1. Movement caused by structural settlement or errors attributable to design or construction resulting in stresses exceeding the manufacturer's written specifications for elongation and compression.
  2. Disintegration from natural causes exceeding design specifications.
  3. Mechanical damage caused by individuals, tools, or other outside agents.
  4. Changes in appearance caused by accumulation of dirt or other atmospheric contaminants.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- B. Products: Subject to compliance with requirements, provide one of the following:

1. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent:
  - a. Euclid Chemical Company; Duralprep AC.
  - b. Mapei Corporation; Planibond 3C
  - c. Sika Corporation; Armatec 110 EpoCem.
  
2. Epoxy Bonding Agent:
  - a. Euclid Chemical Company; EUCO #452 EPOXY SYSTEM,.
  - b. Mapei Corporation; Planibond EBA; Planibond AE
  - c. Sika Corporation; Sikadur 32 Hi-Mod, or Sikadur 32 Hi-Mod LPL.
  - d. BASF Building Systems; MasterEmaco ADH 326.
  - e. Or approved equal.
  
3. Cementitious Patching Mortar:
  - a. Mapei Corporation; Planitop X, Planitop XS, Planitop 12
  - b. Sika Corporation; SikaRepair 223 or SikaRepair SHB.
  - c. BASF Building Systems; MasterEmaco S 440, Master Emaco S 440 MC, MasterEmaco S 440 CI, MasterEmaco S466 CI, MasterEmaco S477 CI, or MasterEmaco S488 CI.
  - d. Or approved equal.
  
4. Cementitious Patching Mortar, Rapid Setting:
  - a. Euclid Chemical Company; EUCO-SPEED.
  - b. Mapei Corporation; Planitop 18 or Planitop 18ES
  - c. Sika Corporation; SikaQuick 1000.
  - d. BASF Building Systems; MasterEmaco T 1060, MasterEmaco T 1061, MasterEmaco T 415, or MasterEmaco T 430.
  - e. Or approved equal.
  
5. Polymer-Modified, Cementitious Patching Mortar:
  - a. Euclid Chemical Company; Verticoat Supreme.
  - b. Mapei Corporation; Planitop 12
  - c. Sika Corporation; Sika MonoTop 615.
  - d. BASF Building Systems; MasterEmaco N425.
  - e. Or approved equal.
  
6. Polymer-Modified, Silica-Fume-Enhanced, Cementitious Patching Mortar:
  - a. Euclid Chemical Company; Verticoat Supreme.
  - b. Mapei Corporation; Planitop 12
  - c. Sika Corporation; Sika MonoTop 615.
  - d. BASF Building Systems; MasterEmaco N425.
  - e. Or approved equal.
  
7. Epoxy-Modified, Cementitious Patching Mortar:
  - a. Sika Corporation; Sikagard 75 EpoCem.



- b. Or approved equal.
8. Epoxy Joint Filler:
- a. Euclid Chemical Company; EUCO 700.
  - b. Mapei Corporation; Planibond JF
  - c. Sika Corporation; Sikadur 51 NS or Sikadur 51 SL.
  - d. BASF Building Systems; MasterSeal CR190.
  - e. Or approved equal.
9. Epoxy Crack Injection Adhesive:
- a. Euclid Chemical Company; EUCO #352 LV, EUCO #452 LV, or EUCOPOXY INJECTION RESIN.
  - b. Mapei Corporation; Epojet or Epojet LV.
  - a. Sika Corporation; Sikadur 35 Hi-Mod LV, Sikadur 35 Hi-Mod LV LPL, Sikadur 52, or Sikadur Injection Gel.
  - b. BASF Building Systems; MasterInject 1500, MasterInject 1380 or MasterInject 1000.
  - c. Or approved equal.
10. Corrosion-Inhibiting Treatments (Products with 100% active ingredients):
- a. Evonik Industries; Protectosil CIT.
  - b. BASF Building Systems; MasterProtect 8000 CI.
  - c. Or approved equal.
11. Composite Structural Reinforcement System - carbon fiber reinforced polymer (CFRP) laminate:
- a. Sika Corporation; CarboDur and Sikadur 30.
  - b. BASF; MasterBrace Composite Strengthening System - laminate.
  - c. Mapei Corporation; Mapewarp Structural Strengthening Systems
  - d. Or approved equal.
12. Composite Structural Reinforcement System - carbon fiber reinforced polymer (CFRP) unidirectional fabric:
- a. Sika Corporation; SikaWrap Hex 103C.
  - b. BASF; MasterBrace Composite Strengthening System - fabric.
  - c. Mapei Corporation; Mapewarp Structural Strengthening Systems
  - d. Or approval equal.
13. Embedded Galvanic Anodes (anode zinc content must not be less than 100 g):
- a. Sika FerroGard 670 by Sika Corporation
  - b. Sentinel Silver by The Euclid Chemical Company
  - c. MasterProtect 8105 CP by BASF
  - d. Mapeshield I-10/10 by Mapei Corporation
  - e. Galvashield XP2 and XP4 by Vector Corrosion Technologies
  - f. Or approved equal.

## 2.2 BONDING AGENTS

- A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Product that consists of water-insensitive epoxy adhesive, portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on steel reinforcement.
- B. Epoxy Bonding Agent: ASTM C 881, Type II.
- C. Mortar Scrub-Coat: 1 part portland cement complying with ASTM C 150, Type I, II, or III and 1 part fine aggregate complying with ASTM C 144, except 100 percent passing a No. 16 (1.18-mm) sieve.

## 2.3 PATCHING MORTAR

- A. Patching Mortar: Unless otherwise indicated, use one of the following:
  - 1. Cementitious Patching Mortar: Packaged, dry mix complying with ASTM C 928.
  - 2. Polymer-Modified, Cementitious Patching Mortar: Packaged, dry mix complying with ASTM C 928, that contains a latex additive as either a dry powder or a separate liquid that is added during mixing.
  - 3. Polymer-Modified, Silica-Fume-Enhanced, Cementitious Patching Mortar: Packaged, dry mix complying with ASTM C 928, that contains silica fume complying with ASTM C 1240 and a latex additive as either a dry powder or a separate liquid that is added during mixing.
  - 4. Epoxy-Modified, Cementitious Patching Mortar: Mixture of water-insensitive epoxy adhesive, portland cement, and graded aggregates.
- B. Overhead Patching Mortar: For overhead repairs, use patching mortar recommended by manufacturer for overhead use and as specified above.
- C. Coarse Aggregate for Adding to Patching Mortar: Washed aggregate complying with ASTM C 33, Size No. 8, Class 5S. Add only as permitted by patching mortar manufacturer.

## 2.4 CONCRETE

- A. Concrete Materials and Admixtures: Comply with Division 3 Section "Cast-in-Place Concrete."
- B. Steel and Fiber Reinforcement and Reinforcement Accessories: Comply with Division 3 Section "Cast-in-Place Concrete."
- C. Form-Facing Materials: Comply with Division 3 Section "Cast-in-Place Concrete."
- D. Preplaced Aggregate: Washed aggregate complying with ASTM C 33, Class 5S, with 95 to 100 percent passing a 1-1/2-inch sieve, 40 to 80 percent passing a 1-inch sieve, 20 to 45 percent passing a 3/4-inch sieve, 0 to 10 percent passing a 1/2-inch sieve, and 0 to 2 percent passing a 3/8-inch sieve.
- E. Preplaced Aggregate: Washed aggregate complying with ASTM C 33, Class 5S, with 100 percent passing a 1-1/2-inch sieve, 95 to 100 percent passing a 1-inch sieve, 40 to 80 percent

passing a 3/4-inch sieve, 0 to 15 percent passing a 1/2-inch sieve, and 0 to 2 percent passing a 3/8-inch sieve.

- F. Fine Aggregate for Grout Used with Preplaced Aggregate: Fine aggregate complying with ASTM C 33, but with 100 percent passing a No. 8 sieve, 95 to 100 percent passing a No. 16 sieve, 55 to 80 percent passing a No. 30 sieve, 30 to 55 percent passing a No. 50 sieve, 10 to 30 percent passing a No. 100 sieve, 0 to 10 percent passing a No. 200 sieve, and having a fineness modulus of 1.30 to 2.10.
- G. Grout Fluidifier for Grout Used with Preplaced Aggregate: ASTM C 937.
- H. Portland Cement for Grout Used with Preplaced Aggregate: ASTM C 150.
- I. Pozzolans for Grout Used with Preplaced Aggregate: ASTM C 618.

## 2.5 MISCELLANEOUS MATERIALS

- A. Epoxy Joint Filler: 2-component, semirigid, 100 percent solids, epoxy resin with a Shore A hardness of at least 80 per ASTM D 2240.
- B. Epoxy Crack Injection Adhesive: ASTM C 881, Type I.
- C. Epoxy Capping Adhesive: Product manufactured for use with crack injection adhesive by same manufacturer.
- D. Corrosion-Inhibiting Treatment Materials: Water-based solution of alkaline corrosion-inhibiting chemicals that penetrates concrete by diffusion and forms a protective film on steel reinforcement.
- E. Corrosion-Inhibiting Treatment Materials: 100% active ingredient in multiple coat application treatment to reduce galvanic reaction in concrete.
- F. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
  - 1. After fabricating, prepare surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  - 2. After preparation, apply 1 coat of lead- and chromate-free, universal, modified-alkyd primer complying with FS TT-P-664 and 1 coat of alkyd-gloss enamel complying with FS TT-E-489.
  - 3. After preparation, apply 2-coat high-performance coating system consisting of organic zinc-rich primer, complying with SSPC-Paint 20, at 2.5-mil (0.065-mm) dry film thickness and topcoat of high-build, 2-component, epoxy-polyamide, high-performance coating at 6-mil (0.15-mm) dry film thickness.
    - a. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - b. Products: Subject to compliance with requirements, provide one of the following:
      - 1) Carboline Company; Carboline 621 and 190 HB.

- 2) PPG Industries, Inc.; Aquapon Zinc-Rich Primer 97-670 and High-Build Polyamide-Epoxy 97-131.
  - 3) Tnemec Company, Inc.; Tneme-Zinc 90-97 and Series 69 Hi-Build Epoxoline II.
- G. Bolts: Steel bolts complying with **ASTM A 307, Grade A**; with **ASTM A 563** hex nuts and flat washers; hot-dip galvanized to comply with ASTM A 153, Class C.
- H. Postinstalled Anchors: Anchors as described below, with capability to sustain, without failure, a load equal to four times the load imposed, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.
1. Type: Chemical or Expansion anchors.
  2. Corrosion Protection: Stainless-steel components complying with **ASTM F 593 and ASTM F 594, Alloy Group 1 or 2** for bolts and nuts; ASTM A 666 or ASTM A 276, Type 304 or 316, for anchors.
- I. Composite Structural Reinforcement: Manufacturer's complete system consisting of fiber reinforcement and epoxy primers, fillers, adhesives, saturants, and topcoats. System is designed for use as external structural reinforcement for concrete.
1. System uses unidirectional carbon-fiber preimpregnated sheets.
  2. System uses carbon-fiber tow sheet with field-applied saturant.
  3. System uses carbon-fiber reinforcement, in the form of either preimpregnated sheets or tow sheet with field-applied saturant.

## 2.6 MIXES

- A. Mix products in clean containers according to manufacturer's written instructions.
1. Add clean silica sand and coarse aggregates to products only as recommended by manufacturer.
  2. Do not add water, thinners, or additives unless recommended by manufacturer.
  3. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.
  4. Do not mix more materials than can be used within recommended open time. Discard materials that have begun to set.
- B. Mortar Scrub-Coat: Mix with enough water to provide a consistency of thick cream.
- C. Dry-Pack Mortar: Mix with just enough liquid to form a damp cohesive mixture that can be squeezed by hand into a ball but is not plastic.
- D. Concrete: Comply with Division 3 Section "Cast-in-Place Concrete."
- E. Grout for Use with Preplaced Aggregate: Proportion according to ASTM C 938. Add grout fluidifier to mixing water followed by cementitious materials and then fine aggregate.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Notify Architect seven days in advance of dates when areas of delaminated concrete and reinforcing bars will be located.
- B. Locate areas of delamination using hammer or chain drag sounding and mark boundaries. Mark areas for removal by simplifying and squaring off boundaries of delaminated areas as directed by Architect.
- C. Locate at least three reinforcing bars using a pachometer, and drill test holes to determine depth of cover. Calibrate pachometer, using depth of cover measurements, and verify depth of cover in removal areas using pachometer.

### 3.2 PREPARATION

- A. Protect people, motor vehicles, equipment, surrounding construction, Project site, plants, and surrounding buildings from injury resulting from concrete rehabilitation work.
  - 1. Erect temporary protective covers over pedestrian walkways and at points of entrance and exit for people and vehicles that must remain in operation during course of concrete rehabilitation work. Construct covers of tightly fitted, **3/4-inch** exterior-grade plywood supported at **16 inches** o.c. and covered with asphalt roll roofing.
  - 2. Protect adjacent equipment and surfaces by covering them with heavy polyethylene film and waterproof masking tape or a liquid strippable masking agent. If practical, remove items, store, and reinstall after potentially damaging operations are complete.
  - 3. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
  - 4. Dispose of runoff from wet operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- B. Shoring: Install temporary supports before beginning concrete removal.
- C. Concrete Removal: Saw-cut perimeter of areas indicated for removal to a depth of at least **1/2 inch**. Make cuts perpendicular to concrete surfaces and no deeper than cover on reinforcing. Remove loose and deteriorated concrete by breaking up and dislodging from reinforcing.
  - 1. Remove concrete between cuts to a depth of at least **1/2 inch**.
  - 2. Where half or more of the perimeter of reinforcing bar is exposed, bond between reinforcing bar and surrounding concrete is broken, or reinforcing bar is corroded, remove concrete from entire perimeter of bar to provide at least a **3/4-inch** clearance.
  - 3. Test areas where concrete has been removed by tapping with hammer, and remove additional concrete until unsound concrete is completely removed.
  - 4. Provide exposed aggregate surfaces with a profile of at least **1/8 inch** that are approximately perpendicular or parallel to original concrete surfaces. At columns and walls, make top and bottom surfaces level.
  - 5. Thoroughly clean removal areas of loose concrete, dust, and debris.

- D. Reinforcing Bar Preparation: Remove loose and flaking rust from reinforcing bars by high-pressure water cleaning, abrasive blast cleaning, needle scaling, or wire brushing until only tightly bonded light rust remains.
  - 1. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in 2 or more adjacent bars, cut bars and remove and replace as directed by Architect. Remove additional concrete as necessary to provide at least a **3/4-inch** clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318, by lapping, welding, or using mechanical couplings.
- E. Preparation of Floor Joints for Repair: Saw-cut joints full width to edges of spalls and to a depth of at least **3/4 inch**. Clean out debris and loose concrete; vacuum or blow clear with compressed air.
- F. Surface Preparation for Composite Structural Reinforcement: Remove delaminated material and deteriorated concrete surface material. Clean concrete where reinforcement and epoxy patching mortar is to be applied by low-pressure water cleaning or detergent scrubbing to remove dirt, oils, films, and other materials detrimental to epoxy application. Roughen surface of concrete by sand blasting.

### 3.3 APPLICATION

- A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Apply to reinforcing bars and concrete by brush or hopper spray according to manufacturer's written instructions. Apply to reinforcing bars in two coats, allowing first coat to dry two to three hours before applying second coat. Allow to dry before placing patching mortar or concrete.
- B. Epoxy Bonding Agent: Apply to concrete by brush, roller, or spray according to manufacturer's written instructions, leaving no pinholes or other uncoated areas. Apply patching mortar or concrete while epoxy is still tacky. If bonding agent dries, recoat before placing patching mortar or concrete.
- C. Mortar Scrub-Coat: Dampen repair area and surrounding concrete 6 inches (150 mm) beyond repair area. Remove standing water and apply scrub-coat with a brush, scrubbing it into surface and thoroughly coating repair area. If scrub-coat dries, recoat before applying patching mortar or concrete.
- D. Patching Mortar: Unless otherwise recommended by manufacturer, apply as follows:
  - 1. Wet substrate thoroughly and then remove standing water. Scrub a slurry of neat patching mortar mixed with latex bonding agent into substrate, filling pores and voids.
  - 2. Place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.
  - 3. For vertical and overhead patching, place material in lifts of not more than 1 inch nor less than 1/8 inch. Do not feather edge.
  - 4. After each lift is placed, consolidate material and screed surface.

5. Where multiple lifts are used, score surface of lifts to provide a rough surface for application of subsequent lifts. Allow each lift to reach final set before placing subsequent lifts.
  6. Allow surfaces of lifts that are to remain exposed to become firm and then finish to a rough surface with a broom or burlap drag.
  7. Wet-cure cementitious patching materials, including polymer-modified, cementitious patching materials, for not less than seven days by water-fog spray or water-saturated absorptive cover.
- E. Dry-Pack Mortar: Use for deep cavities and where indicated. Place according to manufacturer's written instructions and as follows:
1. Provide forms where necessary to confine patch to required shape.
  2. Wet substrate and forms thoroughly and then remove standing water.
  3. Place dry-pack mortar into cavity by hand, and compact into place with a hardwood drive stick and mallet or hammer. Do not place more material at a time than can be properly compacted. Continue placing and compacting until patch is approximately level with surrounding surface.
  4. After cavity is filled and patch is compacted, trowel surface to match profile and finish of surrounding concrete. A thin coat of patching mortar may be troweled into the surface of patch to help obtain required finish.
  5. Wet-cure patch for not less than seven days by water-fog spray or water-saturated absorptive cover.
- F. Concrete: Place according to Division 3 Section "Cast-in-Place Concrete" and as follows:
1. Apply epoxy-modified, cementitious bonding and anticorrosion agent or epoxy bonding agent to reinforcing and concrete substrate.
  2. Use vibrators to consolidate concrete as it is placed.
  3. At unformed surfaces, screed concrete to produce a surface that when finished with patching mortar will match required profile and surrounding concrete.
  4. Where indicated place concrete by form and pump method.
    - a. Design and construct forms to resist pumping pressure in addition to weight of wet concrete. Seal joints and seams in forms and junctions of forms with existing concrete.
    - b. Pump concrete into place, releasing air from forms as concrete is introduced. When formed space is full, close air vents and pressurize to **14 psi**.
  5. Wet-cure concrete for not less than seven days by leaving forms in place or keeping surfaces continuously wet by water-fog spray or water-saturated absorptive cover.
  6. Fill placement cavities with dry-pack mortar and repair voids with patching mortar. Finish to match surrounding concrete.
- G. Grouted Preplaced Aggregate Concrete: Use for column and wall repairs and where indicated. Place as follows:
1. Design and construct forms to resist pumping pressure in addition to weight of wet grout. Seal joints and seams in forms and junctions of forms with existing concrete.
  2. Apply epoxy-modified, cementitious bonding and anticorrosion agent or epoxy bonding agent to reinforcing and concrete substrate.



3. Place aggregate in forms, consolidating aggregate as it is placed. Pack aggregate into upper areas of forms to achieve intimate contact with concrete surfaces.
  4. Fill forms with water to thoroughly dampen aggregate and substrates. Drain water from forms before placing grout.
  5. Pump grout into place at bottom of preplaced aggregate, forcing grout upward. Release air from forms at top as grout is introduced. When formed space is full and grout flows from air vents, close vents and pressurize to **14 psi**.
  6. Wet-cure concrete for not less than seven days by leaving forms in place or keeping surfaces continuously wet by water-fog spray or water-saturated absorptive cover.
  7. Repair voids with patching mortar and finish to match surrounding concrete.
- H. Epoxy Joint Filler: Install in nonmoving floor joints where indicated.
1. Install filler to a depth of at least **3/4 inch**. Use fine silica sand no more than **1/4 inch** deep to close base of joint. Do not use sealant backer rods or compressible fillers below joint filler.
  2. Install filler so that when cured, it is flush at top surface of adjacent concrete. If necessary, overfill joint and remove excess when filler has cured.
- I. Epoxy Crack Injection: Comply with manufacturer's written instructions and the following:
1. Clean areas to receive capping adhesive of oil, dirt, and other substances that would interfere with bond, and clean cracks with oil-free compressed air or low-pressure water to remove loose particles.
  2. Place injection ports as recommended by epoxy manufacturer, spacing no farther apart than thickness of member being injected. Seal injection ports in place with capping adhesive.
  3. Seal cracks at exposed surfaces with a ribbon of capping adhesive at least **1/4 inch** thick by **1 inch** wider than crack.
  4. Inject cracks wider than **0.003 inch** to the full depth of **the crack**.
  5. Inject epoxy adhesive, beginning at widest part of crack and working toward narrower parts. Inject adhesive into ports to refusal, capping adjacent ports when they extrude epoxy. Cap injected ports and inject through adjacent ports until crack is filled.
  6. After epoxy adhesive has set, remove injection ports and grind surfaces smooth.
- J. Composite Structural Reinforcement Using Preimpregnated Fiber Sheet: Unless otherwise recommended by manufacturer, apply as follows:
1. Patch surface defects with epoxy mortar and allow to set before beginning reinforcement application.
  2. Apply epoxy adhesive with trowel or spatula to a thickness of **1/16 inch** to prepared concrete surfaces in areas where composite structural reinforcement will be applied.
  3. Clean preimpregnated fiber sheet with acetone or other suitable solvent, if required by manufacturer and apply epoxy adhesive with a roof-shaped spatula to a thickness of **1/16 inch**.
  4. Apply adhesive-coated fiber sheet to adhesive-coated concrete within open time of epoxy adhesive, and roll with a hard rubber roller until fiber sheet is fully embedded in adhesive and adhesive is forced out from beneath fiber sheet at edges.
  5. Apply additional layers as indicated using same procedure.



- K. Composite Structural Reinforcement Using Fiber Tow Sheet and Saturant: Unless otherwise recommended by manufacturer, apply as follows:
1. Apply epoxy primer using brush or short nap roller to prepared concrete surfaces in areas where composite structural reinforcement will be applied.
  2. After primer has set, patch surface defects with epoxy filler and allow to set before beginning reinforcement application.
  3. Apply epoxy saturant to fiber tow sheet with **3/8-inch**-nap roller to fully saturate tow sheet. Apply fiber tow sheet to primed and patched surface while saturant is still wet, using pressure roller to remove air pockets. Remove paper backing from fiber tow sheet and apply additional epoxy as needed to fully saturate tow sheet.
  4. Apply epoxy saturant to primed and patched surface with **3/8-inch**-nap roller. Apply fiber tow sheet while saturant is still wet, using pressure roller to remove air pockets. Remove paper backing from fiber tow sheet and apply additional epoxy to fully saturate tow sheet.
  5. Apply additional layers as indicated, fully saturating each with epoxy.
  6. After saturant has cured, apply protective topcoat by brush, roller, or spray.
- L. Embedded galvanic anodes: Comply with manufacturer's written instructions and the following:
1. Anode layout:
    - a. Anodes shall be installed in a grid pattern with a maximum spacing of 18 inches on center, in each direction. When possible, anodes shall be installed a minimum 4 inches away from reinforcing grid.
    - b. Mark out location of rebar connections. If the anodes are to be individually connected, one rebar connection per anode is required. If the anodes are to be installed in series, two rebar connections per string of anodes are required with a maximum of 10 anodes per string.
    - c. Installer shall submit anode layout to Architect for review prior to installation. Anode layout shall be completed by the manufacturer.
    - d. Rebar Connection – Electrical connection shall be established per manufacturers requirements and verified by Owners testing agency. Do not damage rebar, prestressed tendons, or conduit when establishing electrical connection.
  2. Rebar connections:
    - a. Follow manufacturers written instructions for rebar connection.
    - b. Utilize required tools provided by manufacturer to obtain rebar connection.
    - c. Proper connection and rebar continuity shall be verified between two rebar connections using a multi-meter verified by Owners testing agency. Maximum resistance between the two locations shall be less than 1 ohm.
  3. Anode installation:
    - a. Areas to receive anodes shall be in a saturated-surface dry condition prior to anode placement.
    - b. Presoak anodes in a small volume of water for 10 to 30 minutes. Remove from water bath immediately prior to installation.
    - c. Complete wiring between the anodes and the rebar connections. Manufacturer shall provide anode layout with written instructions for installer.

- d. After all anodes within the repair area are connected to the rebar, installer shall confirm resistivity of 1 ohm or less is provided prior to inspection by Owner's testing agency.
- e. Once inspected and approved, fill repair area with appropriate repair mortar (or ready-mix concrete where applicable) and maintain minimum cover over the top of the anodes of 1 in.
- f. Wet cure cement-based mortar(s) or cure with two coats of a membrane-forming concrete curing compound meeting the requirements of ASTM C309.
- g. Protect area from traffic for 24 hours.

### 3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to sample materials and perform tests specified in Division 3 Section "Cast-in-Place Concrete" and as follows:
  1. Patching Mortar, Packaged Mixes: Five (5) randomly selected samples for every 4 hours of placement or portion thereof. New samples shall be taken when conditions change, such as a change in shift, weather, temperature, etc. Test samples according to ASTM C 928.
  2. Patching Mortar, Field Mixed: Five (5) randomly selected samples for every 4 hours of placement or portion thereof. New samples shall be taken when conditions change, such as a change in shift, weather, temperature, etc. Test samples for compressive strength according to ASTM C 109/C 109M.
  3. Grouted Preplaced Aggregate: Tested for compressive strength of grout according to ASTM C 942.
    - a. Testing Frequency: 1 sample for each 25 cu. yd. of grout or fraction thereof, but not less than 1 sample for each day's work.
  4. Epoxy Joint Filler: Core drilled samples to verify proper installation.
    - a. Testing Frequency: One sample for each 100 feet of joint filled.
    - b. Core size: ¾ inch diameter by 12 inches long.
    - c. Where samples are taken, fill holes with epoxy joint filler.
  5. Epoxy Crack Injection: Core drilled samples to verify proper installation.
    - a. Testing Frequency: 3 samples from mockup and 1 sample for each 100 feet of crack injected.
    - b. Core size: ¾ inch diameter by 12 inches long.
    - c. Where samples are taken, fill holes with epoxy mortar.
  6. Composite Structural Reinforcement System - carbon fiber reinforced polymer (CFRP):
    - a. Confirm that moisture content of concrete, relative humidity and temperature are within the acceptable range based on Manufacturer's written requirements.
    - b. Confirm surface preparation and installation meets Manufacturer's written requirements.

- c. Confirm that the CFRP is saturated appropriately and the adhesive components are applied at the appropriate rates based on the Manufacturer's written requirements.
  - d. The required mean adhesive (tensile) strength must be 290 psi, with a minimum 218 psi.
  - e. Test Method: ASTM D7522 - standard test method for pull-off strength for FRP laminate systems bonded to concrete substrate.
  - f. Pull tests to assure compliance with requirements.
    - 1) Perform Three (3) tests for each mockup.
7. Embedded Galvanic Anodes:
- a. Testing Agency shall inspect installation for compliance and verify the electrical connection between the anodes and rebar as outlined in section 3.3.L above (random electrical resistivity check at 10% of anodes). Any discrepancies shall be reported in writing to the Architect.

END OF SECTION 039300

## SECTION 055000 - METAL FABRICATIONS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Miscellaneous framing and supports.
2. Metal ladders.
3. Metal floor plate.
4. Elevator pit sump covers.
5. Vehicular barrier cable systems.

##### B. Related Requirements:

1. Section 042000 "Unit Masonry" for installing loose lintels, anchor bolts, and other items built into unit masonry.

#### 1.2 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

#### 1.3 ACTION SUBMITTALS

##### A. Product Data:

1. Nonslip aggregates and nonslip-aggregate surface finishes.
2. Fasteners.
3. Shop primers.
4. Shrinkage-resisting grout.
5. Slotted channel framing.
6. Vehicular barrier cable systems.

- B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:

1. Miscellaneous framing and supports for applications where framing and supports are not specified in other Sections.
  2. Shelf angles.
  3. Vehicular barrier cable systems.
- C. Samples for Verification: For each type and finish of extruded nosing and tread.
- D. Delegated Design Submittals: For ladders and vehicular barrier cable systems, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
1. The barrier cable performance design shall be completed prior to the precast concrete performance design and submitted to the precast contractor for coordination and the precaster's performance design of the supporting precast members and embeds. Submit the barrier cable performance design to the Architect / Engineer of Record once coordination with the precast contractor is complete.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Mill Certificates: Signed by stainless steel manufacturers, certifying that products furnished comply with requirements.
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- D. Research Reports: For post-installed anchors.
- E. Delegated design engineer qualifications.

#### 1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with the following welding codes:
  1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
  2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
  3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

#### 1.6 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls, floor slabs, decks, and other construction contiguous with metal fabrications by field measurements before fabrication.

#### 1.7 COORDINATION

- A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and

items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site or precast concrete plant in time for installation.

- B. Coordinate installation of steel weld plates and angles for casting into concrete that are specified in this Section but required for work of another Section. Deliver such items to Project site or precast concrete plant in time for installation. Refer to Division 3 Section "Precast Concrete" for embeds that are provided by the precaster, such as embedded plates for the barrier cable system.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design ladders and vehicular barrier cable systems.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- C. Performance Design of Barrier Cable System:
  - 1. The system shall be performance designed and constructed in conformance with the Post-Tension Institutes' requirements:
    - a. Post-Tension Manual - Sixth Edition
    - b. Specification for Seven-Wire Prestressing Steel Strand for Barrier Cable Applications
    - c. Technical Notes, Issue 14, December 2004 – Design of Prestressed Barrier Cable Systems
  - 2. Provide calculations and shop drawings for the system that are signed and sealed by a professional engineer registered in the state that the project is located. The barrier cable system and the supporting precast concrete shall be designed to resist the maximum of the following loads or combination thereof:
    - a. Barrier cable forces that occur during a vehicle impact.
    - b. Barrier cable forces that occur during pedestrian guardrail loading.
    - c. Barrier cable forces that are required to prevent sag of the cables.
  - 3. The drawings show general requirements for intermediate and end supports. Modify the location, type and quantity of supports as required to provide a complete system that is coordinated with the geometrical constraints of the structure and meets the loading and cable spacing requirements.
  - 4. The installer shall be certified by PTI for the installation of Prestressed Barrier Cable Systems.

## 2.2 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- C. Stainless Steel Sheet, Strip, and Plate: ASTM A240/A240M or ASTM A666, Type 304.
- D. Stainless Steel Bars and Shapes: ASTM A276/A276M, Type 304.
- E. Rolled-Steel Floor Plate: ASTM A786/A786M, rolled from plate complying with ASTM A36/A36M or ASTM A283/A283M, Grade C or D.
- F. Rolled-Stainless Steel Floor Plate: ASTM A793.
- G. Steel Tubing: ASTM A500/A500M, cold-formed steel tubing.
- H. Steel Pipe: ASTM A53/A53M, Standard Weight (Schedule 40) unless otherwise indicated.
- I. Steel Prestressing Strand: ASTM A416/A416M, Grade 270, low-relaxation, seven-wire, with 0.9-lb/sq. ft. zinc coating.
  - 1. Steel Prestressing Strand Fittings: Hot-dip galvanized-steel anchors and connectors with capability to sustain, without failure, a load equal to minimum breaking strength of steel prestressing strand with which they are used.
- J. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.
  - 1. Size of Channels: As indicated.
  - 2. Galvanized Steel: ASTM A653/A653M, structural steel, Grade 33, with G90 coating.
  - 3. Cold-Rolled Steel: ASTM A1008/A1008M, structural steel, Grade 33.

## 2.3 FASTENERS

- A. General: Unless otherwise indicated, provide Type 316 stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
  - 1. Provide stainless steel fasteners for fastening aluminum, stainless steel, or nickel silver.
  - 2. Provide bronze fasteners for fastening bronze.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A307, Grade A; with hex nuts, ASTM A563; and, where indicated, flat washers.
- C. High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325, Type 3, heavy-hex steel structural bolts; ASTM A563, Grade DH3, heavy-hex carbon-steel nuts; and where indicated, flat washers.

- D. Stainless Steel Bolts and Nuts: Regular hexagon-head annealed stainless steel bolts, ASTM F593; with hex nuts, ASTM F594; and, where indicated, flat washers; Alloy Group 2.
- E. Anchor Bolts: ASTM F1554, Grade 36, of dimensions indicated; with nuts, ASTM A563; and, where indicated, flat washers.
  - 1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.
- F. Anchors, General: Capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing in accordance with ASTM E488/E488M, conducted by a qualified independent testing agency.
- G. Cast-in-Place Anchors in Concrete: Either threaded or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A47/A47M malleable iron or ASTM A27/A27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F2329/F2329M.
- H. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
  - 1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 2 stainless steel bolts, ASTM F593, and nuts, ASTM F594.
- I. Slotted-Channel Inserts: Cold-formed, hot-dip galvanized-steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8 inches by length indicated with anchor straps or studs not less than 3 inches long at not more than 8 inches o.c. Provide with temporary filler and tee-head bolts, complete with washers and nuts, all zinc-plated to comply with ASTM B633, Class Fe/Zn 5, as needed for fastening to inserts.

#### 2.4 MISCELLANEOUS MATERIALS

- A. Shop Primers: Provide primers that comply with Section 09900 "Painting."
- B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer that contains pigments that make it easily distinguishable from zinc-rich primer.
- C. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- D. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
- E. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- F. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.



- G. Shrinkage-Resistant Grout: Factory-packaged, nonmetallic, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- H. Concrete: Comply with requirements in Section 033000 "Cast-in-Place Concrete" for normal-weight, air-entrained concrete with a minimum 28-day compressive strength of 3000 psi.

## 2.5 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
- J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

## 2.6 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
  - 1. Fabricate units from slotted channel framing where indicated.
  - 2. Furnish inserts for units installed after concrete is placed.
- C. Galvanize miscellaneous framing and supports where indicated.
- D. Prime miscellaneous framing and supports with zinc-rich primer where indicated.

## 2.7 VEHICULAR BARRIER CABLE SYSTEMS

- A. General: 7-wire strand; ASTM A416; minimum ultimate tensile strength of 270,000 psi; 1/2 inch strand diameter.
- B. The barrier cables shall have a galvanized coating conforming to ASTM A475. Anchorage components shall be hot dip galvanized conforming to ASTM A153.

## 2.8 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

## 2.9 GENERAL FINISH REQUIREMENTS

- A. Finish metal fabrications after assembly.
- B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

## 2.10 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A153/A153M for steel and iron hardware and with ASTM A123/A123M for other steel and iron products.
  - 1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
  - 2. Zinc high spots, such as a metal drip line, should be removed by cleaning with hand or power tools as described in SSPC Surface Preparation Specification 2 or 3. The zinc should

- be removed until it is level with the surrounding area, taking care that the base coating is not removed by the cleaning methods.
3. After cleaning, the surface shall be inspected for conformance to the required zinc thickness in accordance with ASTM A 123/A 123M or A 153/A 153M utilizing a magnetic-field-type thickness instrument in accordance with ASTM E 376. Any item falling below the required zinc thickness, before or after removal of any high spots, shall be repaired in accordance with ASTM A 780.
- B. Preparation for Shop Priming Galvanized Items: After galvanizing, thoroughly clean galvanized surfaces of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.
- C. Shop prime iron and steel items unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
1. Shop prime with universal shop primer indicated.
- D. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:
1. Exterior Items: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  2. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  3. Items Indicated to Receive Primers Specified in Section 099100 "Painting": SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  4. Other Steel Items: SSPC-SP 3, "Power Tool Cleaning."
  5. Galvanized-Steel Items: SSPC-SP 16, "Brush-off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals."
- E. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  2. Obtain fusion without undercut or overlap.
  3. Remove welding flux immediately.
  4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- F. Corrosion Protection: Coat concealed surfaces of aluminum that come into contact with grout, concrete, masonry, wood, or dissimilar metals with the following:
1. Cast Aluminum: Heavy coat of bituminous paint.
  2. Extruded Aluminum: Two coats of clear lacquer.

### 3.2 INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.
- B. Anchor supports for overhead doors and overhead grilles securely to, and rigidly brace from, building structure.
- C. Support steel girders on solid grouted masonry, concrete, or steel pipe columns. Secure girders with anchor bolts embedded in grouted masonry or concrete or with bolts through top plates of pipe columns.
1. Where grout space under bearing plates is indicated for girders supported on concrete or masonry, install as specified in "Installing Bearing and Leveling Plates" Article.
- D. Install pipe columns on concrete footings with grouted baseplates. Position and grout column baseplates as specified in "Installation of Bearing and Leveling Plates" Article.
1. Grout baseplates of columns supporting steel girders after girders are installed and leveled.
- E. Install barrier cable system per manufacturer's written instructions. Effective tension in cables shall be as required by the contractor's performance design, however shall not be less than the following:
1. Cables between 16" and 29" above slab: 5 kips
  2. Remaining cables 3 kips

### 3.3 REPAIRS

#### A. Touchup Painting:

1. Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

a. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

#### B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION 055000

## SECTION 079020 - GARAGE WATERPROOFING SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

#### 1.2 SUMMARY

- A. This section includes the following:
  - 1. Elastomeric traffic deck coating system.
  - 2. Slab and deck joint sealant system.
  - 3. Structural expansion joint system.
  - 4. Architectural building joint sealing system.
- B. Related Sections include the following:
  - 1. Division 3 Section "Cast-in-place Concrete".
  - 2. Division 7 Section "Joint Sealants".
  - 3. Division 9 Section "Painting".

#### 1.3 SUBMITTALS

- A. General: Submit the following in accordance with the Conditions of the Contract and Division 1 Specification sections.
- B. Product Data: For each product indicated.
- C. A detailed statement describing the deck waterproofing system to be installed, as well as the installation methods to be employed, shall be submitted for approval prior to installation. Literature, details, samples, shop drawings, warranties, etc., shall be included in the submittal as requested.
- D. A manufacturer's written acceptance and approval of the intended system applicator shall be required.
- E. Qualification Data: For Installer and testing agency.
- F. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
- G. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that products comply with requirements.
- H. Warranties: Special warranties specified in this Section.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of waterproofing systems required for this Project.
- B. Source Limitations: Obtain each type of product through one source from a single manufacturer.
- C. A site inspection shall be made by applicator prior to commencing installation of the system for purposes of reviewing related conditions affecting performance requirements of this specification.
- D. All products described in this section must be used with adequate ventilation and personal protection. Refer to the Material Safety Data Sheet which accompanies each product shipment for detailed health and safety information prior to use.
- E. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
  - 1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
  - 2. Submit not fewer than eight (8) pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
  - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
  - 4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
  - 5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.
- F. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period preceding the commencement of the Work.
  - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
  - 2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
  - 3. Test elastomeric joint sealants according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
  - 4. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.
- G. Mockups: Build mockups incorporating products, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:
  - 1. Joint sealants in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.
  - 2. Joint sealants - Provide two 4' long mockups for each joint sealant and each substrate.

3. Deck coating systems - Provide two 4'x4' mockups for each deck coating system and each substrate.
  4. Structural expansion joint system – 6 lf for each type, including transition details.
  5. Expansion joint nosing material - Provide two mockups of size required for adhesion testing for each nosing material and each substrate.
- H. Preconstruction Field-Adhesion and Slip Resistance Testing: Before installing elastomeric sealants, deck coating, and expansion joint nosing material, perform field tests as follows:
1. Locate field test mockup where indicated or, if not indicated, as directed by Architect.
  2. Conduct field-adhesion tests for each application indicated below:
    - a. Each type of elastomeric sealant indicated and the applicable joint substrates.
    - b. Each type of nonelastomeric sealant indicated and the applicable joint substrates.
    - c. Each type of deck coating indicated and the applicable substrates.
    - d. Each type of expansion joint nosing material indicated and the applicable substrates.
  3. Conduct field slip resistance tests for each application indicated below:
    - a. Each type of deck coating indicated and the applicable substrates.
  4. Notify Architect seven days in advance of dates and times when tests will be performed.
  5. Arrange for tests to take place with product manufacturer's technical representative present.
  6. Refer to Field Quality Control under Part 3 for additional requirements.
- I. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

#### 1.5 PERFORMANCE REQUIREMENTS

- A. Provide products that establish and maintain watertight and airtight continuous waterproofing system without staining or deteriorating joint substrates.

#### 1.6 FIELD CONDITIONS

- A. Environmental Limitations: Apply waterproofing systems within the range of ambient and substrate temperatures recommended in writing by manufacturer. Do not apply waterproofing systems to damp or wet substrates, when temperatures are below **40 deg F**, when relative humidity exceeds 85 percent, or when temperatures are less than **5 deg F** above dew point.
- B. Do not proceed with installation of waterproofing systems under the following conditions:
1. Do not apply waterproofing systems in snow, rain, fog, or mist, or when such weather conditions are imminent during the application and curing period. Apply only when frost-free conditions occur throughout the depth of substrate.
  2. Contaminants capable of interfering with adhesion have not yet been removed from substrates.
  3. Where conditions exist that do not meet the manufacturer's requirements for applications indicated.
  4. Where conditions exist that can cause off gassing of the waterproofing systems.
- C. Do not install waterproofing systems until items that penetrate the waterproofing have been installed.



## 1.7 WARRANTY

- A. The system manufacturer and the approved applicator shall furnish a written performance joint warranty that, subject to certain specific exclusions as described in such joint warranty, the system provided will be free of defects related to workmanship or material deficiency. The following conditions shall be specifically covered under the joint warranty:
1. Cohesive or adhesive failure of materials.
  2. Weathering deficiencies resulting in failure of the system to provide its intended function.
  3. Abrasion or tear failure of the system resulting from normal traffic use. (Abrasive maintenance equipment, truck and construction traffic are not normal traffic use and related problems are exempted from the warranty.)
  4. Joint Warranty Period: Refer to Section 1.7.C.1 below for joint warranty period requirements, with the exception of concrete sealer.
- B. The system manufacturer and the approved applicator shall submit to the Owner for approval a detailed joint warranty statement consistent with the terms of this specification prior to construction. The approved joint warranty shall represent the sole warranty statement and warrant obligation for the project relating to this trade. Where an apparent conflict is found to exist with respect to the warranty language of this section and the detailed warranty statement, the more stringent warranty requirement shall supersede and control.
- C. Special Manufacturer and Installer Joint Warranty: Manufacturer's standard form in which the Manufacturer and Installer jointly agree to furnish and repair or replace the product(s) that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Joint Warranty Period for all products listed in Part 2 of this Section, unless noted otherwise: Five (5) years from date of Substantial Completion.
- D. Special joint warranty specified in this article exclude deterioration or failure from the following:
1. Movement caused by structural settlement or errors attributable to design or construction resulting in stresses exceeding the manufacturer's written specifications for elongation and compression.
  2. Disintegration from natural causes exceeding design specifications.
  3. Mechanical damage caused by individuals, tools, or other outside agents.
  4. Changes in appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

## 2.2 MATERIALS, GENERAL

- A. Compatibility: Provide waterproofing systems including backings, and other related materials that are compatible with one another and with substrates under conditions of service and application, as demonstrated by the system manufacturer, based on testing and field experience.
- B. Elastomeric Traffic Deck Coating:
1. Traffic deck coating systems specified herein shall be complete systems of compatible materials. Components of systems shall include a base membrane, a traffic topping and all sealants, primers, flashing, aggregates and miscellaneous materials as required by the manufacturer to complete the system.
  2. Traffic deck coating systems shall meet the following slip resistance requirements:
    - a. Coefficient of friction not less than 0.85 when tested under wet conditions.
    - b. Variation in slip resistance test results not greater than +/- 0.10.
    - c. Refer to Field Quality Control under Part 3 for additional requirements.
  3. Aggregates: Aggregate type, size and gradation as recommended by system manufacturer and as needed to meet or exceed slip resistance requirements. Comply with ACI 503.3.
    - a. Oven-dried, washed, angular shaped silica sand, flint, basalt or aluminum oxide aggregate applied in wear coats with minimum Mohs scale hardness as follows:
      - 1) Silica sand: 7 minimum
      - 2) Flint: 7 minimum
      - 3) Basalt: 7 minimum
      - 4) Aluminum oxide: 9 minimum
    - b. Aluminum oxide powder applied in seal coat.
  4. The following urethane deck coating systems are approved for usage under this section subject to compliance with requirements:
    - a. Two-Component Urethane Systems:
      - 1) "Autogard FC", Neogard, Division of Jones-Blair.
      - 2) "Iso-Flex 750U", LymTal International Inc.
      - 3) "MasterSeal Traffic 2500", BASF Building Systems.
      - 4) "Mapefloor Parking Deck System – Mapefloor PU 400LV/Finish 415 NA/Finish 450", Mapei Corporation.
      - 5) "Pecora-Deck 800 FC", Pecora Corporation.
      - 6) "Qualideck Vehicular Traffic Bearing Membrane System", Advanced Polymer Technology Corporation.
      - 7) "Sikalastic 720/745", Sika Corporation.
      - 8) "Kelmar Merdek", Technical Barrier System, Inc.
    - b. Single-Component Urethane Systems:
      - 1) "Autogard", Neogard, Division of Jones-Blair.
      - 2) "Isoflex 760 UVC", LymTal International Inc.
      - 3) "Masterseal Traffic 1500" BASF Building Systems.
      - 4) "Pecora deck 800", Pecora Corporation.
      - 5) "Sikalastic 710/715/735 AL System", Sika Corporation.
    - c. Application rates for medium and heavy duty systems: rates are for bidding purposes and are to be confirmed in the field using a 100 sf mockup.
      - 1) Primer: 0.33 gal. minimum per 100 sf (300 sq. ft. maximum per gal.)
      - 2) Polyurethane base coat: 1.33 gal. minimum per 100 sf (75 sq. ft. maximum per gal.)
      - 3) Polyurethane wear coat: 0.5 gal. minimum per 100 sf (200 sq. ft. maximum per gal.)

- 4) Broadcast aggregate into wear coat: 15 lbs. minimum per 100 sq. ft. to excess
  - 5) 2<sup>nd</sup> Polyurethane wear coat (*for heavy duty systems*): 0.75 gal. minimum per 100 sf (133 sq. ft. maximum per gal.)
  - 6) 2<sup>nd</sup> Broadcast aggregate into wear coat (*for heavy duty systems*): 15 lbs. minimum per 100 sq. ft. to excess
  - 7) Polyurethane seal coat: 0.75 gal. minimum per 100 sf (133 sq. ft. maximum per gal.).
- d. Where indicated, use medium-duty system for stalls and heavy-duty system for the drive and turning lanes. Where indicated, use heavy-duty system above occupied spaces and at speed ramps. Average coating thickness exclusive of aggregate:
    - 1) Medium duty system: 46 dry mils
    - 2) Heavy duty system: 58 dry mils
  - e. Use aromatic seal coat on lower tiers and 100% aliphatic seal coat on top tier.
  - f. Apply Urethane System to the following areas:
    - 1) At areas over occupied spaces, conditioned spaces, rooms with equipment and as shown on the Drawings.
- C. Slab and Deck Joint Sealant System:
1. Sealants specified under this section shall be a complete system of compatible materials designed to produce waterproof, traffic-bearing control joint seals as detailed in the drawings. Primers, backer rods and related miscellaneous materials shall be used as recommended by the manufacturer.
  2. All materials specified herein shall be unmodified polyurethanes containing no adulterants and shall meet the standards defined in federal specification ASTM C920, Type M or S, Class 25, self-leveling and non-sag sealants.
  3. The following materials are approved for usage under this section:
    - a. Sealant for Horizontal (Non-Cove) Joints:
      - 1) "Iso-Flex 880GB/881/830", LymTal International Inc.
      - 2) "Dynatred", Pecora Corporation.
      - 3) "MasterSeal SL 2", BASF Building Systems.
      - 4) "THC900/THC901" or "Vulkem 45 SSL", Tremco, Inc.
      - 5) "Sikaflex-2C SL", Sika Corporation.
    - b. Sealant for Vertical and Cove joints:
      - 1) "Iso-Flex 881/830", LymTal International Inc.
      - 2) "Dymeric 240FC", Tremco, Inc.
      - 3) "Sikaflex-2C NS", Sika Corporation.
      - 4) "Dynatrol II", Pecora Corporation.
      - 5) "MasterSeal NP 2", BASF Building Systems.
  4. Apply Sealant System to all joints as noted on Drawings
- D. Structural Expansion Joint Sealing Systems:
1. The expansion joint sealing system shall be a complete system of compatible materials designed to produce waterproof, traffic bearing expansion joint seals as detailed on Drawings.
    - a. Nosing, traffic plates, blockout fillers, bond breakers, primers and miscellaneous materials required for installation shall be recommended by the system manufacturer.
  2. Ribbed Extruded Elastomeric Expansion Joint System.

- a. The following extruded elastomeric seal systems are used singularly or in combination as detailed on the drawings and are approved for usage under this section:
  - 1) "Thermafex TCR Series Expansion Joint Sealing System", Emseal Corporation.
  - 2) "ZB Series Expansion Joint System", C/S Group.
  - 3) "MM LokCrete Membrane System", MM Systems Corporation.
  - 4) "Iso-Flex J Series Winged Expansion Joint System", LymTal International, Inc.
  - 5) "Wabo ME Series Expansion Joint System", Watson Bowman Acme, BASF The Chemical Company.
  - 6) "CS Series Chambered Seal System", Balco, Inc.
  - 7) "Polycrete CR Series Membrane System", Erie Metal Specialties.
  - 8) "Vulkem WF Series Vehicular Expansion Joints", Tremco, Inc.
- b. Approved extruded elastomeric expansion joint sealing systems shall meet the following requirements:
  - 1) The expansion joint seal shall be heavy-duty, impact absorbing extruded rubber membrane gland with ribbed and perforated flanges capable of resisting heavy duty traffic.
  - 2) The exposed surface shall be non-metallic, slip/skid resistant and resistant to ultra-violet rays and chemicals.
  - 3) Seal gland shall be heat weldable to ensure continuity of seal throughout.
  - 4) The polyurethane elastomeric concrete nosing shall be reinforced with compatible aggregates for compressive strength and abrasion-resistance while preserving its flexibility during joint movements.
  - 5) The elastomeric gland shall be fully embedded in the concrete nosing thereby encapsulating the perforated flanges and creating watertight seal throughout.
  - 6) Joint Seal Directional Changes - At all changes in direction provide seals with factory heat welded splices such as 90° corners, tees and crosses. The seal shall extend a minimum of 2'-0" in each direction from the factory splice. Only straight, butt splice connections shall be allowed on the jobsite following manufacturers written instructions. All factory and field fused connections shall incorporate bonding of the complete seal profile. This includes fusing of all internal and external web configurations.
- c. Use ribbed extruded elastomeric expansion joint system at the transition joint between slab-on-grade and structural slab at the ground tier and as shown on the Drawings.

**E. ARCHITECTURAL BUILDING JOINT SEALING SYSTEM**

1. The expansion joint sealing system shall be a complete system of compatible materials designed to produce waterproof joint seals as detailed on Drawings.
  - a. Bond breakers, primers and miscellaneous materials required for installation shall be recommended by the system manufacturer.
2. Expansion Joint Sealing System.
  - a. The following joint sealing systems are used singularly or in combination as detailed on the drawings and are approved for usage under this section:
    - 1) "Colorseal Joint Sealing System", Emseal Joint Systems Ltd.
    - 2) "Evazote Phyzite System", Capital Services.

- 3) "Everlastic Wide Joint Seal", Williams Products, Inc.
- 4) "MM Color Joint/ESS or SIF Series", MM Systems Corporation.
- 5) "Wabo WeatherSeal Colorable Expansion Joint System", Watson Bowman Acme, BASF The Chemical Company.
- 6) "BCSW Series Pre-compressed Seal System", Balco Inc.
- 7) "CS Series Foam Seal System", Erie Metal Specialties.
- 8) "VF Series Expansion Joint System", C/S Group.

### 2.3 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance, select from the following types:
  1. Type C (closed-cell material with a surface skin).
  2. Type O (open-cell material)
  3. Type B (bicellular material with a surface skin)
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to **minus 26 deg F**. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

### 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. All work shall be installed in strict accordance with system manufacturer's recommendations employing trained installers utilizing proper tools and equipment and working under the direct supervision of a technically competent and experienced supervisor. An authorized technical representative shall attend a pre-installation conference, be present for the first day of installation and provide a minimum of three field inspection reports to the Architect during the duration of the installation.
- B. All surfaces related to work under this section shall be inspected by the applicator prior to commencing work. Any conditions discovered which render the substrate unsuitable shall be reported and satisfactorily corrected prior to installation of the specified system.
- C. Coordinate and verify that related work items meet the following requirements:
  - 1. All surfaces shall be clean, dry and of sound substrate at time of application. Surfaces shall be provided free of voids, ridges and sharp projections.
  - 2. Concrete surface finishes shall be subject to approval of the applicator.
  - 3. Concrete surfaces shall be water cured or cured with a compatible curing compound as recommended by the manufacturer.
  - 4. Concrete surfaces shall have cured for an acceptable period as recommended by the system manufacturer for the various components of the applicable system.
- D. Environmental Conditions:
  - 1. System application shall be at temperatures as recommended by the system manufacturer.
  - 2. The deck surface shall be dry at time of application according to ASTM D4263, Standard Test Method for Indicating Moisture in Concrete.
  - 3. Provide adequate ventilation in accordance with system manufacturer's recommendations during installation of the deck waterproofing system.
- E. Protect all work areas from traffic until fully cured.

#### 3.2 EXAMINATION

- A. Examine joints indicated to receive waterproofing system, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting product performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.3 ELASTOMERIC TRAFFIC DECK COATING SYSTEM

- A. All traffic deck coatings are to be applied to acceptable clean, dry, sound substrates. Clean surfaces to be treated in accordance with the system manufacturer's recommendations. Acceptable methods include sweeping, blowing, vacuuming, pressure washing, water blasting, acid etching, sand blasting, or shot blasting as required to remove all laitance and surface contaminants to insure proper adhesion of the deck coating.

- B. Select and install a test area prior to general application to establish procedures, verify adhesion, slip resistance, and acceptable appearance.
- C. Surface preparation shall produce a surface profile matching CSP 4, 5 or 6 per ICRI 03732, as required to meet the requirements of the selected deck coating. Sweep and vacuum roughened surface to remove debris followed by low-pressure water cleaning. Coordinate surface preparation with the surface preparation for the corrosion-inhibiting treatment and vapor drive coating, as applicable.
- D. Notify Architect 7 days prior to completion of the surface preparation. Meet with the Architect and manufacturer's representative to review surface preparation, joint preparation, adhesion test results, and crack preparation, as applicable. All joint and crack preparation shall be included in the cost of the traffic deck coating system.
  - 1. Seal all underlying control and construction joints.
  - 2. Cracks greater than 1/16"
    - a. All static cracks shall be routed (V-groove) and gravity fed with a polymer sealer. Fill cracks with oven-dried sand before applying the polymer sealer per the manufacturer's requirements. After application of the polymer sealer, broadcast dry silica sand to refusal evenly over the crack.
    - b. All dynamic cracks shall be routed (U-groove) and receive bond breaker and sealant as detailed.
  - 3. Detail all joints and cracks, including cracks less than 1/16", with liquid flashing a distance of 3" on each side of the joint/crack to yield a total thickness of 30 dry mils. All dynamic cracks and joints, cracks and joints 1" and wider, and all precast double tee joints shall receive reinforcing fabric embedded in the liquid flashing detail strip. The reinforcing fabric shall be compatible with the selected deck coating system and shall prevent the deck coating system from cracking due to thermal and dynamic movement of the crack or joint. However, the reinforced detail strip is not expected to prevent cracking of the deck coating system if there are structural deficiencies that causes excessive movement, such as broken double tee connections.
- E. Other detailing work including sealing around drains, penetrations, curb, column and wall bases, etc., shall be accomplished in accordance with system manufacturer's recommendations prior to general application.
- F. Provide a grid system marked on the deck surface to designate the area for which a container of material must be used evenly applied to obtain the desired average dry mil film thickness. A wet mil gauge shall also be used to randomly verify that mil thickness at application is consistent with system manufacturer's recommendations.
- G. Broadcast clean, dry aggregate into wear coats and mix slip resistant powder into seal coat as needed to meet slip resistance requirements.
- H. Application shall be by squeegee, roller and power sprayer.
- I. Install the Elastomeric Traffic Deck Coatings in accordance with a "wear-rated" heavy and medium duty system per Section 2.2.B.

### 3.4 SLAB AND DECK CONTROL JOINT SEALANT SYSTEM

- A. All sealants are to be applied to clean, dry, sound substrates. Follow system manufacturer's recommendations for cleaning and preparation of joints. Tooled control joints provided by the Goldblatt Groover #06-314-M7 shall be prepared by grinding with V- shaped wheel prior to sealing.
- B. Select and install a test section prior to general application to verify adhesion and acceptable appearance.
- C. Backer rods, bond breakers and primers shall be used in accordance with system manufacturer's recommendations.
- D. Care shall be taken to completely fill joints without overflowing the joint or smearing adjacent surfaces.
- E. Exposed joints shall be filled with sealant and tooled to a slightly recessed configuration to avoid direct contact with wheel traffic.
- F. Sealant shall not be applied until after concrete curing procedures has been completed (normally at least 7 days after concrete has been poured).

### 3.5 STRUCTURAL EXPANSION JOINT SEALING SYSTEM

- A. General:
  - 1. Submit product data of expansion joint system to be used.
  - 2. Coordinate expansion joint system with other related work before installation of such work.
  - 3. Provide 6-inch vertical return upwards at column or wall termination as applicable.
- B. Installation of the Ribbed and Perforated Elastomeric Expansion Joint System.
  - 1. Provide blockouts in the concrete surface, of sufficient width and depth to receive the specified system, to be formed at the expansion joint by the concrete contractor.
  - 2. Layout the extruded gland at maximum length possible and set the gap dimension according to the manufacturer's recommended installation temperature. Embed glands fully in the polymeric concrete nosing including perforations.
  - 3. Fill concrete blockouts with approved polymeric nosing material flush to the top of the extruded gland and the driving surface.
  - 4. Install secondary seal where applicable.

### 3.6 ARCHITECTURAL BUILDING JOINT SEALING SYSTEM

- A. General:
  - 1. Submit product data of expansion joint sealing system to be used.
  - 2. Coordinate expansion joint sealing system with other related work before installation of such work.
- B. Installation of the Architectural Building Joint Sealing System



1. Place and adhere the joint sealing system in the joints in accordance with procedures recommended by the system manufacturer, taking care to make the surface flush with the surface of the adjacent structure.

### 3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform the field tests and inspections.
- B. Joint Sealant Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  1. Extent of Testing: Test mockups and completed elastomeric sealant joints as follows:
    - a. Perform two (2) tests for each mockup.
    - b. Perform ten (10) tests for the first 1000 feet of joint length for each type of elastomeric sealant and joint substrate.
    - c. Perform one (1) test for each 1000 feet of joint length thereafter or 1 test per each floor.
  2. Test Method: ASTM C 1193, Appendix X1.1.
    - a. As appropriate for type of joint-sealant application indicated, test joint sealants according to one of the following:
      - 1) Method A, Field-Applied Sealant Joint Hand Pull Tab
      - 2) Method B, Exposed Surface Finish Hand Pull Tab
      - 3) Method C, Field-Applied Sealant Joint Hand Pull Flap
      - 4) Method D, Water Immersion.
    - b. For joints with dissimilar substrates, verify adhesion to each substrate separately; do this by extending cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
  3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
  4. Inspect tested joints and report on the following:
    - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
    - b. Whether sealants filled joint cavities and are free of voids.
    - c. Whether sealant dimensions and configurations comply with specified requirements.
  5. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
  6. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- C. Deck Coating Field-Adhesion Testing: Field test deck coating adhesion to substrates as follows:
  1. Extent of Testing: Test mockups and completed deck coatings as follows:
    - a. Perform two (2) tests for each mockup.

- b. Perform six (6) tests for the first 10,000 square feet of deck coating for each type of deck coating and substrate.
      - c. Perform one (1) test for each 10,000 square feet of deck coating thereafter, but not less than 1 test per floor.
    2. Test Method: ASTM D7234.
    3. Inspect deck coating for bubbles, voids, aggregate distribution, and for application complying with specified requirements. Record results in a field-adhesion-test log.
    4. Inspect deck coating preparation, installation, and testing. Record results in a log and report on the following:
      - a. Dates when surface preparation was performed.
      - b. Type of surface preparation.
      - c. If surface contaminants such as engine oil were present on the slab prior to surface preparation and cleaning.
      - d. If surface contaminants remain on the slab after surface preparation and cleaning.
      - e. Relative humidity of the slabs prior to application of deck coatings.
      - f. Time, date, temperature, precipitation, relative humidity, and sun exposure when deck coatings were installed. Note if conditions changed during the installation.
      - g. Type of materials used for deck coating installation and wait times between each application.
      - h. Deck coating dry mil thickness and if the thickness complies with specified requirements.
      - i. Test dates, test locations, and adhesion results (whether deck coating failed to adhere to substrates or tore cohesively).
      - j. Names of persons who performed surface preparation, who performed relative humidity testing, who installed deck coatings, and who performed adhesion tests.
    5. Repair deck coatings pulled from test area by applying new deck coating following same procedures used originally. Ensure that original surfaces are clean and that new deck coating overlaps original deck coating.
- D. Deck Coating Field Slip Resistance Testing: Field test deck coating slip resistance as follows:
  1. Extent of Testing: Test mockups and completed deck coatings as follows:
    - a. Perform two (2) tests for each mockup.
    - b. Perform six (6) tests for the first 10,000 square feet of deck coating for each type of deck coating.
    - c. Perform one (1) test for each 10,000 square feet of deck coating thereafter, but not less than 1 test per floor.
  2. Test Method:
    - a. ANSI/NFSI B101.1 - Test Method for Measuring Wet Static Coefficient of Friction (SCOF) of Common Hard-Surface Floor Materials
  3. Inspect deck coating for variations in aggregate distribution. Locate tests at areas with high density of aggregate and with low density of aggregate. Record results in a log and report on the following:
    - a. Test method, test dates, test locations, and slip resistance results.
    - b. Names of person who performed tests.
    - c. Type of deck coating and aggregate.
    - d. Application rates of deck coating system components.
    - e. Approximate area (square feet) of deck coating that exhibits a low density of aggregate, an average density of aggregate, and a high density of aggregate.
  4. Repair deck coating test area, if damaged during testing, by applying new deck coating following same procedures used originally. Ensure that original surfaces are clean and that new deck coating overlaps original deck coating.

- E. Expansion Joint Nosing Material Field-Adhesion Testing: Field test nosing material adhesion to substrates as follows:
1. Extent of Testing: Test mockups as follows:
    - a. Perform two (2) tests for each mockup.
  2. Test Method: ASTM D7234.
  3. Inspect nosing material preparation, installation, and testing. Record results in a log and report on the following:
    - a. Dates when surface preparation was performed.
    - b. Type of surface preparation.
    - c. If surface contaminants such as engine oil were present on the slab prior to surface preparation and cleaning.
    - d. If surface contaminants remain on the slab after surface preparation and cleaning.
    - e. Relative humidity of the slabs prior to application of nosing material.
    - f. Time, date, temperature, precipitation, relative humidity, and sun exposure when expansion joints were installed. Note if conditions changed during the installation.
    - g. Type of materials used for nosing material installation and wait times between each application.
    - h. Test dates, test locations, and adhesion results (whether nosing material failed to adhere to substrates or tore cohesively).
    - i. Names of persons who performed surface preparation, who performed relative humidity testing, who installed nosing material, and who performed adhesion tests.
  4. Remove nosing material mockup after testing and prepare the substrate for installation of the expansion joint. Repair the substrate if necessary.
- F. Evaluation of Field Test Results: Products not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove products that fail to adhere to substrates during testing or to comply with other requirements. Reapply mockups and retest until test results prove products comply with indicated requirements. Do not use products that fail to adhere to substrates during testing.

### 3.8 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.9 PROTECTION

- A. Protect waterproofing systems during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so systems are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated products immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079020

## SECTION 099100 - PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following interior and exterior substrates:
  - 1. Steel.
  - 2. Galvanized metal.
  - 3. Aluminum (not anodized or otherwise coated).
- B. Related Sections include the following:
  - 1. Division 5 Sections for shop priming of metal substrates with primers specified in this Section.
  - 2. Division 9 painting Sections for special-use coatings.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

#### 1.4 QUALITY ASSURANCE

##### A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

##### B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
  - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
  - b. Other Items: Architect will designate items or areas required.
2. Final approval of color selections will be based on benchmark samples.
  - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

##### A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

#### 1.6 PROJECT CONDITIONS

##### A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

##### B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

#### 1.7 EXTRA MATERIALS

##### A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Benjamin Moore & Co.
2. Duron, Inc.
3. M.A.B. Paints.
4. PPG Architectural Finishes, Inc.
5. Sherwin-Williams Company (The).

### 2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Colors: As indicated in a color schedule.

### 2.3 PRIMERS/SEALERS

A. Alkali-Resistant Primer: MPI #3.

B. Bonding Primer (Water Based): MPI #17.

### 2.4 METAL PRIMERS

A. Alkyd Anticorrosive Metal Primer: MPI #79.

B. Cementitious Galvanized-Metal Primer: MPI #26.

C. Waterborne Galvanized-Metal Primer: MPI #134.

D. Quick-Drying Primer for Aluminum: MPI #95.

### 2.5 EXTERIOR LATEX PAINTS

A. Exterior Latex (Semigloss): MPI #11 (Gloss Level 5).

B. Exterior Latex (Gloss): MPI #119 (Gloss Level 6, except minimum gloss of 65 units at 60 deg).

2.6 EXTERIOR ALKYD PAINTS

- A. Exterior Alkyd Enamel (Semigloss): MPI #94 (Gloss Level 5).
- B. Exterior Alkyd Enamel (Gloss): MPI #9 (Gloss Level 6).

2.7 ALUMINUM PAINT

- A. Aluminum Paint: MPI #1.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
  - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
  - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.

- E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- F. Aluminum Substrates: Remove surface oxidation.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
  - 1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
  - 2. Testing agency will perform tests for compliance of paint materials with product requirements.
  - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.



- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.6 PAINTING SCHEDULE

#### A. Steel Substrates:

- 1. Quick-Drying Enamel System: MPI EXT 5.1A.
  - a. Prime Coat: Quick-drying alkyd metal primer.
  - b. Intermediate Coat: Quick-drying enamel matching topcoat.
  - c. Topcoat: Quick-drying enamel (semigloss).

#### B. Galvanized-Metal Substrates:

- 1. Alkyd System: MPI EXT 5.3B.
  - a. Prime Coat: Cementitious galvanized-metal primer.
  - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
  - c. Topcoat: Exterior alkyd enamel (semigloss).

#### C. Aluminum Substrates:

- 1. Alkyd System: MPI EXT 5.4F.
  - a. Prime Coat: Quick-drying primer for aluminum.
  - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
  - c. Topcoat: Exterior alkyd enamel (semigloss).

END OF SECTION 099100

## SECTION 321723 - PAVEMENT MARKINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes painted markings applied to concrete pavement including the following:
  - 1. Parking Striping.
  - 2. Traffic Arrows.
  - 3. Accessibility International Symbol.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to marking asphalt paving or concrete surfaces including, but not limited to, the following:
    - a. Asphalt-paving or concrete-surface aging period before application of pavement markings.
    - b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.
    - c. Surface treatments that may affect pavement markings

#### 1.4 ACTION SUBMITTALS

- A. Product Data: Include technical data and tested physical and performance properties.
  - 1. Pavement-marking paint, latex.
  - 2. Glass beads.
- B. Shop Drawings:
  - 1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
  - 2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- C. Samples: For each exposed product and for each color and texture specified; on rigid backing, 8 inches square.

## 1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the Commonwealth of Pennsylvania for pavement-marking work.
  - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

## 1.6 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for alkyd materials and 55 deg F for water-based materials, and not exceeding 95 deg F.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. [Benjamin Moore & Co.](#)
  - 2. [M.A.B. Paints.](#)
  - 3. [PPG Industries.](#)
  - 4. [Sherwin-Williams Company \(The\).](#)
  - 5. Or approved equal.
- B. Source Limitations: Obtain pavement-marking paints from single source from single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.

### 2.3 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint, Latex: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952F, Type II, with drying time of less than 45 minutes.
  - 1. Color: As shown in the field. Verify .
- B. Glass Beads: AASHTO M 247, Type 1 or FS TT-B-1325D, Type 1, made of 100 percent recycled glass.
  - 1. Roundness: Minimum 80 percent true spheres by weight.

- C. VOC Content: Pavement markings used on building interior shall have a VOC content of 150 g/L or less.
- D. Accessibility International Symbol character shall follow proportions as specified in ANSI A117.1-1986.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that pavement-marking substrate is dry and in suitable condition to begin pavement marking in accordance with manufacturer's written instructions.
- B. Coordination of Work: Review other Sections in which surface treatments are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers. Proceed with pavement marking only after unsatisfactory conditions have been corrected.
  - 1. Notify the Architect of anticipated problems using the materials specified over substrates.

#### 3.2 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Pavement marking paint shall not be placed until full cure of concrete sealer (generally, 14 days @ 70 degrees or higher) or bituminous pavement (generally, 30 days @ 45 degrees or higher) has been obtained.
- C. Clean and prepare surfaces as required to remove all existing paint, surface treatment residue, oil, grease, laitance and other surface contaminants that could impair bond of paints. Pavement-marking paint shall be applied to clean, dry, sound substrates that are in accordance with the paint manufacturer's written installation requirements.
  - 1. Acceptable cleaning and surface preparation methods include sweeping, blowing, vacuuming, pressure washing, water blasting, acid etching, sand blasting, shot blasting, and use of pavement cleaners.
    - a. Pavement Cleaners: Chemical cleaners acceptable to manufacturers of pavement-marking paint, free of oily residues or other substances capable of staining or harming pavement substrates in any way, or preventing adhesion.
  - 2. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to asphalt paving or concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.
  2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal..
- E. Lay out all striping in accordance with the dimensions and details shown on the Drawings. Before starting, notify Architect of any discrepancies or interferences for actual field conditions. Contractor shall be responsible for removing paint and repainting any incorrect markings that would have been corrected by such notification.

### 3.3 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when pavement marking paint is being applied:
1. The Owner will engage the services of an independent testing agency to sample the paint material being used. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.
  2. The testing agency will perform appropriate tests for the following characteristics as required by the Owner:
    - a. Quantitative materials analysis.
    - b. Apparent reflectivity.
    - c. Washability.
    - d. Accelerated weathering.
    - e. Dry opacity.
    - f. Color retention.
  3. If test results show material being used does not comply with specified requirements, the Contractor may be directed to stop painting, remove noncomplying paint, pay for testing, repaint surfaces coated with rejected paint, and remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are incompatible.

### 3.4 PROTECTING AND CLEANING

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
- B. Protect pavement markings from damage and wear during remainder of construction period.
- C. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- D. Provide "Wet Paint" signs to protect newly painted finishes.

END OF SECTION 321723