

# bid package II civil & structural



## OGDEN CITY - REGIONAL AIRPORT Hinckley Terminal Expansion

3909 AIRPORT ROAD  
OGDEN, UTAH  
03 NOVEMBER 2022

PROJECT MANUAL

**SAA**  
SANDERS ASSOCIATES ARCHITECTS

**OWNER****OGDEN CITY**

Regional Airport - Hinckley Terminal Expansion  
3909 Airport Road  
Ogden, Utah  
Contact: Lynn Hinrichs, Project Manager

**GENERAL CONTRACTOR STACEY CONSTRUCTION**

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**PROJECT DIRECTORY**

**OGDEN CITY REGIONAL AIRPORT - HINCKLEY TERMINAL EXPANSION  
BID PACKAGE II - CIVIL AND STRUCTURAL**

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# CONTRACT REQUIREMENTS

division **0**

**SAA**  
SANDERS ASSOCIATES ARCHITECTS



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Ogden City Regional Airport - Hinckley Terminal Expansion  
3909 Airport Road  
Ogden, Utah

### THE OWNER:

*(Name, legal status and address)*

Ogden City Corporation  
2549 Washington Blvd.  
Ogden, Utah

### THE ARCHITECT:

*(Name, legal status and address)*

Sanders Associates Architects  
2668 Grant Avenue  
Ogden, Utah

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### ADDITIONS AND DELETIONS:

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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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 or proposal 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 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.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **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 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** 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.

**§ 2.3.2** 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.



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

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

#### § 2.4 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.

#### § 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### 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 its 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 2.3.4, 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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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 make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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.

**§ 3.12.10.1** 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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 that 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 Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 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.

### **§ 4.2 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.

**§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.



§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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; 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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. The Contractor shall proceed promptly with changes in the Work, 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 7.3.4 shall be limited to the following:



- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and 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 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 suppliers 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.



### § 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' 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 shutdown, 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 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 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. 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 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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, a Subcontractor, or a Sub-subcontractor; 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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 by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** 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.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act



or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any 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 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 2.5.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

## 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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.



**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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 under 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 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

#### **§ 15.1.3 Notice of Claims**

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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.



### § 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, 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 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

## Application and Certificate for Payment

<b>TO OWNER:</b>		<b>PROJECT:</b>	<b>APPLICATION NO:</b>	<b>Distribution to:</b>
			<b>PERIOD TO:</b>	<input type="checkbox"/> OWNER: <input type="checkbox"/>
<b>FROM CONTRACTOR:</b>		<b>VIA ARCHITECT:</b>	<b>CONTRACT FOR:</b>	<input type="checkbox"/> ARCHITECT: <input type="checkbox"/>
			<b>CONTRACT DATE:</b>	<input type="checkbox"/> CONTRACTOR: <input type="checkbox"/>
			<b>PROJECT NOS:</b> /      /	<input type="checkbox"/> FIELD: <input type="checkbox"/>
				<input type="checkbox"/> OTHER: <input type="checkbox"/>

### 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 ..... \$ \_\_\_\_\_
2. Net change by Change Orders ..... \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ \_\_\_\_\_

#### 5. RETAINAGE:

- a. \_\_\_\_\_ % of Completed Work  
(Column D + E on G703) ..... \$ \_\_\_\_\_
- b. \_\_\_\_\_ % of Stored Material  
(Column F on G703) ..... \$ \_\_\_\_\_

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ \_\_\_\_\_

6. TOTAL EARNED LESS RETAINAGE ..... \$ \_\_\_\_\_  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ \_\_\_\_\_  
(Line 6 from prior Certificate)

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

8. CURRENT PAYMENT DUE ..... \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$

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

AMOUNT CERTIFIED ..... \$  
(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



## FEDERAL LABOR STANDARDS

### 1.1 FEDERAL LABOR STANDARDS

#### General

- A. This section provides an overview of federal and state laws which govern competitive bidding and the wages and working conditions for laborers and mechanics employed under construction contracts funded in whole or in part by Federal funds. Solicitation of bids and the awarding of contracts for construction, alteration or rehabilitation of public works projects, public facilities, and some housing projects are governed by a set of laws designed to ensure that:
1. All political subdivisions award construction or vendor contracts to the lowest responsible bidder.
  2. All contractors pay mechanics and laborers at a rate equal to that paid to those workers on similar activities in the locality. This is known as the "prevailing wage rate".
  3. Workers be paid at regularly scheduled intervals (at least once a week) and only those deductions allowable by law or as authorized by the employee shall be taken out of the worker's gross pay.
  4. All workers receive "overtime" compensation at a rate of one and a half (1.5) times their regularly hourly wage for work performed in excess of forty (40) hours per week.
  5. All workers are assured of safe and healthy working conditions.

### 1.2 LABOR STANDARDS

- A. Contractors must comply with the following statutes and acts in the work of the project.

1. Davis-Bacon and related Acts (40 USC 276 (a)-277). Document included with this section.

Objective: To ensure that mechanics and laborers employed in construction work under federal contracts and contracts of recipients of federal financial assistance are paid wage rates and fringe benefits equal to those of corresponding classes of workers on similar construction in the locality in which the work is performed.

Key Provisions - Applicable to all contracts or subcontracts, which exceed \$2,000 for construction, alteration, or rehabilitation. Rate determinations will be provided by the division of Community Development or by the regional office of the Wage and Hour of workers excluded from prevailing wage rates include apprentices registered in a bona fide apprenticeship program, trainees employed under a program approved by the U.S. Department of Labor, or helpers if the helper classification is specified on the request to the Department of Labor for a wage rate determination.



# **Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects**

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## RECORD OF CHANGES

No.	Date	Item	Change
1	1/29/2016	Entire Document	Re-structured document to enhance user understanding of use and applicability; added suggested provisions for “Termination for Cause”, “Recovered Materials”, “Seismic Safety”.
2	6/10/2016	Table 1	Distracted Driving: Updated “Dollar Threshold” to \$3,500 to reflect current micro-purchase threshold.
3	6/10/2016	A2, Affirmative Action	Update the reference to the Department of Labor online document to be “Participation Goals for Minority and Females”
4	6/10/2016	A12, Disadvantaged Business Enterprise	<p>A12.3: Changed Title to “Required Provisions”</p> <p>A12.3.1: Corrected starting timeframe for submitting written confirmation from “Owner Notice of Award” to “bid opening”</p> <p>A12.3.1: Provided two sets of last paragraphs to reflect change (7 days to 5 days) that occurs on December 31, 2016.</p> <p>A12.3.2: Moved Race/Gender Neutral language up and renamed heading to reflect text is solicitation language.</p> <p>A12.3.3: Moved and renamed contract clause information and clarified it is for prime contract covered by a DBE program.</p>
5	12/12/2017	Cover	Change title of document for clarity
6	12/12/2017	1. Purpose of this Document	Added clarifying text addressing purpose and limitations of this guidance.

No.	Date	Item	Change
			1.7-1.9: Added definitions of contract, applicant, bid
7	12/12/2017	2. Sponsor requirements	Added clarifying text addressing sponsor responsibilities.
8	12/12/2017	3. Typical Procurement Steps	Added clarifying text for typical procurement process steps.
9	12/12/2017	Table 1 – Applicability Matrix	Re-arranged table in alphabetic order. Added “Solicitation” column to address solicitation provisions Item I, Seismic Safety: Added Limited Application Added note on Airport Concessions Disadvantaged Business Enterprises
10	12/12/2017	All Clauses	Clarifying revisions made to applicability section.
11	12/12/2017	A5, Civil Rights - General	Rephrased General Civil Rights Provision to simplify language and to clarify duration of obligation for tenant/concessionaire/lessee
12	12/12/2017	A6.3.1 Civil Rights – Solicitations	Added sponsor must select either DBE or ACDBE
12	12/12/2017	A12, Disadvantaged Business Enterprise	The deadline to submit DBE confirmation of participation is now 5 days after bid opening or as a matter of bid responsiveness.  Updated DBE contract assurance (12.3.3) to match language of 49 CFR § 26.13
13	12/12/2017	A24, Tax Delinquency and Felony Conviction	New certification addressing contractor tax delinquency and felony conviction.
14	6/19/2018	6.2.1, Applicability of Title VI Solicitation Notice	For Title VI Clauses for Compliance with Nondiscrimination Requirements, change second sentence in second column to changed “are already subject to nondiscrimination requirements” to “are <b>not</b> already subject to nondiscrimination requirements”.
15	6/19/2018	A6.4.1, Title VI Clauses for Compliance with Nondiscrimination Requirements	In second item, changed “are already subject to nondiscrimination requirements” to “are <b>not</b> already subject to nondiscrimination requirements”.

# CONTRACT GUIDANCE

## 1. Purpose of this Document

- 1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates all possible provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program. The source of requirements addressed within this document are identified within the section for each individual clause.
- 2) Federal laws and regulations require that an sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- 3) The term **sponsor** is used in this document to mean either an obligated sponsor on a project that is not federally funded, or a sponsor on an AIP funded project.
- 4) The term **Owner** is generally used in the solicitation or contract clauses because of its common use in public contracts.
- 5) An Owner becomes an obligated sponsor upon acceptance of the Airport Improvement Program (AIP) grant assurances associated with current or prior AIP grant funded projects.
- 6) For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts and supplier contracts such as purchase orders.
- 7) For purpose of remaining compliant with its obligations, a sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- 8) The term **contractor** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
- 9) The term **bid** is understood to mean a bid, an offer, or a proposal.
- 10) **Applicant:**
  - a. For the Equal Employment Opportunity (EEO) clause, the term **applicant** means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).
  - b. For all other clauses, the term **applicant** means a bidder, offeror, or proposer for a contract.

## 2. Sponsor Requirements

In general, the sponsor must take the following actions in order to remain consistent with its obligations:

- 1) Include in its procurements the provisions that are applicable to its project.



- 2) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.
- 3) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a sponsor must use.
  - (a) Mandatory Language - Whenever a clause or provision has mandatory text, the sponsor must incorporate the text of the provision **without change**, except where specific adaptive input is necessary (e.g. such as the sponsor's name).
  - (b) No Mandatory Language Provided - For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some sponsors may already have standard procurement language that is equivalent to those federal provisions. In these cases, sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.
- 4) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement).
- 5) Require the contractor (including all subcontractors) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 6) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.
- 7) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

### 3. Typical Procurement Steps

The usual procurement steps in a project are:

- 1) Solicitation, Request for Bids or Request for Proposals – This is also called the Advertisement or Notice to Bidders.
- 2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications and related project documents.
- 3) Bid/Proposal Evaluation – Period when Sponsor tabulates and reviews all proposals for bid responsiveness and bidder responsibility.
- 4) Award – Point when the Sponsor formally awards the contract to the successful bidder.

- 5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement to perform services or provide goods.

#### **4. Applicability Matrix for Contract Provisions**

[Table 1](#) summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the sponsor may incorporate references in the **solicitation** in lieu of including the entire text.

## Meaning of cell values

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD - Provision the sponsor must incorporate into procurement documents.

**Table 1 – Applicability of Provisions**

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
<a href="#">Access to Records and Reports</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Affirmative Action Requirement</a>	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
<a href="#">Breach of Contract</a>	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Buy American Preferences</a>	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) <a href="#">Buy American Statement</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) <a href="#">BA – Total Facility</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) <a href="#">B.A. – Manufactured Product</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
<a href="#">Civil Rights – General</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Civil Rights - Title VI Assurances</a>	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) <a href="#">Notice - Solicitation</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) <a href="#">Clause - Contracts</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) <a href="#">Clause – Transfer of U.S. Property</a>	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) <a href="#">Clause – Transfer of Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) <a href="#">Clause - Construct/Use/Access to Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) <a href="#">List – Pertinent Authorities</a>	\$0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Clean Air/Water Pollution Control</a>	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Contract Work Hours and Safety Standards</a>	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Copeland Anti-Kickback</a>	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Davis Bacon Requirements</a>	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
<a href="#">Debarment and Suspension</a>	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
<a href="#">Disadvantaged Business Enterprise</a>	\$ 0	REF	REQD	REQD	REQD	REQD	n/a
<a href="#">Distracted Driving</a>	\$3,500	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Energy Conservation Requirements</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Equal Employment Opportunity</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) <a href="#">EEO Contract Clause</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) <a href="#">EEO Specification</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Federal Fair Labor Standards Act</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Foreign Trade Restriction</a>	\$ 0	REF	REQD	REQD	REQD	REQD	n/a
<a href="#">Lobbying Federal Employees</a>	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
<a href="#">Occupational Safety and Health Act</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Prohibition of Segregated Facilities</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Recovered Materials</a>	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
<a href="#">Rights to Inventions</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Seismic Safety</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Tax Delinquency and Felony Conviction</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Termination of Contract</a>	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Veteran's Preference</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

**Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:**

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Airport sponsors must include the appropriate Title VI language in their solicitation notices when they seek proposals for concessions.

## **APPENDIX A – CONTRACT PROVISIONS**

### **A1 ACCESS TO RECORDS AND REPORTS**

#### **A1.1 SOURCE**

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

#### **A1.2 APPLICABILITY**

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

**Contract Types** – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor's language must fully satisfy the requirements of §§ 200.333 and 200.336.

#### **A1.3 CONTRACT CLAUSE**

##### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.



## **A2 AFFIRMATIVE ACTION REQUIREMENT**

### **A2.1 SOURCE**

41 CFR part 60-4

Executive Order 11246

### **A2.2 APPLICABILITY**

**Minority Participation.** Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "[Participation Goals for Minorities and Females](#)". EAs and SMSAs span state boundaries. A sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

**Female Participation.** Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

#### **Contract Types –**

*Construction* – The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

*Equipment* – The sponsor must incorporate this notice in any equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and snow removal vehicles).

*Professional Services* – The sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.).

*Property/Land* – The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

**Use of Provision – MANDATORY TEXT.** The sponsor must:

- (a) Incorporate the text of this provision in its solicitations without modification.
- (b) Incorporate the applicable minority participation goal and the covered area by geographic name.
- (c) Not simply insert a reference to the 1980 Federal Register Notice.

## **A2.3 SOLICITATION CLAUSE**

### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

#### **Timetables**

Goals for minority participation for each trade: **[sponsor must insert established goal]**

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is **[sponsor must insert state, county, and city]**.

## **A3 BREACH OF CONTRACT TERMS**

### **A3.1 SOURCE**

2 CFR § 200 Appendix II(A)

### **A3.2 APPLICABILITY**

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

**Contract Types** – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200. Select either "contractor" or "consultant" as applicable.

### **A3.3 CONTRACT CLAUSE**

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the [Contractor / Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor / Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor / Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [Contractor / Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor / Consultant] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **A4 BUY AMERICAN PREFERENCE**

### **A4.1 SOURCE**

Title 49 USC § 50101

### **A4.2 APPLICABILITY**

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest;
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

**Timing of Waiver Requests.** Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

**Buy American Conformance List.** The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at [www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/). Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

**Facility Waiver Requests.** For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

#### **Contract Types –**

*Construction and Equipment* – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured



goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

*Professional Services* – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

*Property* – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate “Certificate of Buy America Compliance” in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

### **A4.3 SOLICITATION CLAUSE**

#### **A4.3.1 Buy American Preference Statement**

##### **BUY AMERICAN PREFERENCE**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

#### **A4.3.2 Certificate of Buy American Compliance – Total Facility**

##### **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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Date

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Signature

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Company Name

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Title

### **A4.3.3 Certificate of Buy American Compliance – Manufactured Product**

#### **Certificate of Buy American Compliance for Manufactured Products**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title



## **A5 CIVIL RIGHTS - GENERAL**

### **A5.1 SOURCE**

49 USC § 47123

### **A5.2 APPLICABILITY**

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

**Contract Types** – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts *regardless* of funding source.

**Use of Provision – MANDATORY TEXT.** There are two separate general civil rights provisions—one that is used for contracts, and one that is used for lease agreements or transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification into the contract, or the lease or transfer agreement.

### **A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)**

#### **A5.3.1 Clause that is used for Contracts**

##### **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements**

##### **GENERAL CIVIL RIGHTS PROVISIONS**

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the

Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## A6 CIVIL RIGHTS – TITLE VI ASSURANCE

### A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

### A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation [Order DOT 1050.2](#), Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

#### A6.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice – <ul style="list-style-type: none"><li>Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li><li>Assurance 30d of the Airport Sponsor Assurances</li></ul>	1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and 2) All sponsor proposals for negotiated agreements <b>regardless of funding source.</b>	A6.3.1
Title VI Clauses for Compliance with Nondiscrimination Requirements <ul style="list-style-type: none"><li>Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li><li>Assurance 30e.1 of the Airport Sponsor Assurances</li></ul>	Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities)  It has been determined that service contracts with utility companies that are not already subject to nondiscrimination requirements must include this clause.	A6.4.1

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
<p>Title VI Required Clause for Property Interests Transferred from the United States</p> <ul style="list-style-type: none"> <li>Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.3 of the Airport Sponsor Assurances</li> </ul>	<p>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.</p> <p>This is a rare occurrence and it will be the responsibility of the United States government to include the clause in the contract.</p>	A6.4.2
<p>Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –</p> <ul style="list-style-type: none"> <li>Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.4a of the Airport Sponsor Assurances</li> </ul>	<p>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility.</p>	A6.4.3
<p>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</p> <ul style="list-style-type: none"> <li>Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.4b of the Airport Sponsor Assurances</li> </ul>	<p>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases of concession space in a terminal.</p>	A6.4.4
<p>Title VI List of Pertinent Nondiscrimination Acts and Authorities</p> <ul style="list-style-type: none"> <li>Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30e.2 of the Airport Sponsor Assurances</li> </ul>	<p>Insert this list in every contract or agreement, unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities.</p> <p><b>This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.</b></p>	A6.4.5

### **A6.3 SOLICITATION CLAUSE**

**The sponsor must include this clause in:**

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

#### **A6.3.1 Title VI Solicitation Notice**

**Title VI Solicitation Notice:**

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **A6.4 CONTRACT CLAUSES**

### **A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements**

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:



- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A6.4.2 Title VI Clauses for Deeds Transferring United States Property**

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

#### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE,** the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

#### **A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

#### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease,

license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

##### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).



## **A7 CLEAN AIR AND WATER POLLUTION CONTROL**

### **A7.1 SOURCE**

2 CFR § 200, Appendix II(G)

### **A7.2 APPLICABILITY**

**Contract Types** – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

### **A7.3 CONTRACT CLAUSE**

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **A8.1 SOURCE**

2 CFR § 200, Appendix II(E)

### **A8.2 APPLICABILITY**

Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements

#### **Contract Types –**

*Construction* – This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

*Equipment* – This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

*Professional Services* – This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

*Property* – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

**Use of Provision – MANDATORY TEXT.** Sponsors must incorporate this text without modification.

### **A8.3 CONTRACT CLAUSE**

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

##### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

## 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

## 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

## 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **A9 COPELAND “ANTI-KICKBACK” ACT**

### **A9.1 SOURCE**

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

### **A9.2 APPLICABILITY and PURPOSE**

The Copeland (Anti-Kickback) Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

#### **Contract Types –**

*Construction* – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

*Equipment* – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles).

*Professional Services* –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

*Property* –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

**Use of Provision – MANDATORY TEXT.** 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. Architectural/Engineering (A/E) firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

### **A9.3 CONTRACT CLAUSE**

#### **COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## **A10 DAVIS-BACON REQUIREMENTS**

### **A10.1 SOURCE**

2 CFR § 200, Appendix II(D)

29 CFR Part 5

### **A10.2 APPLICABILITY**

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

#### **Contract Types –**

*Construction* – Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

*Equipment* – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed \$ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles)

*Professional Services* – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

*Property* – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

*Fencing Projects* – Fencing projects that exceed \$2,000 must include this provision.

**Use of Provision – MANDATORY TEXT.** 29 CFR part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

### **A10.3 CONTRACT CLAUSE**

#### **DAVIS-BACON REQUIREMENTS**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any



account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,

withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### 8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.



## **A11 DEBARMENT AND SUSPENSION**

### **A11.1 SOURCE**

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

### **A11.2 APPLICABILITY**

The sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. The sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

**Contract Types** – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeree with consultant.

### **A11.3 SOLICITATION CLAUSE**

#### **A11.3.1 Bidder or Offeror Certification**

##### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **A11.3.2 Lower Tier Contract Certification**

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **A12 DISADVANTAGED BUSINESS ENTERPRISE**

### **A12.1 SOURCE**

49 CFR part 26

### **A12.2 APPLICABILITY**

A sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§ 26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (§ 26.45).

**Contract Types** – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- 1) Clause in all solicitations for proposals for which a contract goal has been established,
- 2) Clause in each prime contract, and
- 3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

#### **Use of Provision –**

1. *Solicitations with a DBE Project Goal* – No mandatory language provided. 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements. The sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.
2. *Solicitations Relying on Race-gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED.** Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.
4. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

## **A12.3 REQUIRED PROVISIONS**

### **A12.3.1 Solicitation Language (Solicitations that include a Project Goal)**

#### Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

#### Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

### **A12.3.2 Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### **A12.3.3 Prime Contracts (Projects Covered by a DBE Program)**

#### **DISADVANTAGED BUSINESS ENTERPRISES**

##### **Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

## **A13 DISTRACTED DRIVING**

### **A13.1 SOURCE**

Executive Order 13513

DOT Order 3902.10

### **A13.2 APPLICABILITY**

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

**Contract Types** – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$3,500).

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements.

### **A13.3 CONTRACT CLAUSE**

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A14 ENERGY CONSERVATION REQUIREMENTS**

### **A14.1 SOURCE**

2 CFR § 200, Appendix II(H)

### **A14.2 APPLICABILITY**

The Energy Conservation Requirements of 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

**Contract Types** – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements. Sponsor may substitute “Contractor and subcontractor” with “Consultant and sub-consultant” for professional service agreements.

### **A14.3 CONTRACT CLAUSE**

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).



## **A15 DRUG FREE WORKPLACE REQUIREMENTS**

### **A15.1 SOURCE**

49 CFR part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended)

### **A15.2 APPLICABILITY**

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does ***not*** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

**Contract Types** – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

**Use of Provision** – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

### **A15.3 CONTRACT CLAUSE**

None.

## **A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

### **A16.1 SOURCE**

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **A16.2 APPLICABILITY**

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

#### **Contract Types –**

*Construction* – The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

*Equipment* – The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

*Professional Services* – The sponsor must include contract and specification language into all professional service agreements as required above.

*Property* – The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

**Use of Provision – MANDATORY TEXT.** 41 CFR § 60-1.4 provides the mandatory ***contract*** language. 41 CFR § 60-4.3 provides the mandatory ***specification*** language. The sponsor must incorporate these clauses without modification.

## **A16.3 MANDATORY CONTRACT CLAUSE**

### **A16.3.1 EEO Contract Clause**

#### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **A16.3.2 EEO Specification**

#### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. “Minority” includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other

contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor

by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing



subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A17.1 SOURCE**

29 USC § 201, et seq

### **A17.2 APPLICABILITY**

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

**Contract Types** – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

*Professional Services* – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 USC § 201. The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

### **A17.3 SOLICITATION CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor / Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor / Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **A18.1 SOURCE**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

### **A18.2 APPLICABILITY**

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Contract Types** – The sponsor must incorporate this provision into all contracts exceeding \$100,000.

**Use of Provision – MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

### **A18.3 CONTRACT CLAUSE**

#### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **A19 PROHIBITION of SEGREGATED FACILITIES**

### **A19.1 SOURCE**

41 CFR § 60

### **A19.2 APPLICABILITY**

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

**Contract Types** – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

*Construction* – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

*Equipment* – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

*Professional Services* – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

*Property/Land* – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 41 CFR § 60.

### **A19.3 CONTRACT CLAUSE**

#### **PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A20.1 SOURCE**

29 CFR part 1910

### **A20.2 APPLICABILITY**

**Contract Types** – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 20 CFR part 1910.

### **A20.3 CONTRACT CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



## **A21 PROCUREMENT OF RECOVERED MATERIALS**

### **A21.1 SOURCE**

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

### **A21.2 APPLICABILITY**

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Contract Types** – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

*Construction and Equipment* – Include this provision in all construction and equipment projects.

*Professional Services and Property* – Include this provision if the agreement includes procurement of a product that exceeds \$10,000.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

### **A21.3 CONTRACT CLAUSE**

#### **PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## **A22 RIGHT TO INVENTIONS**

### **A22.1 SOURCE**

2 CFR § 200, Appendix II(F)

37 CFR §401

### **A22.2 APPLICABILITY**

**Contract Types** – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

### **A22.3 CONTRACT CLAUSE**

#### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **A23 SEISMIC SAFETY**

### **A23.1 SOURCE**

49 CFR part 41

### **A23.2 APPLICABILITY**

**Contract Types** – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

*Professional Services*– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

*Construction* – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

*Equipment* – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

*Land* – This provision will not typically apply to a property/land project.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

### **A23.3 CONTRACT CLAUSE**

#### **A23.3.1 Professional Service Agreements for Design**

##### **SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

#### **A23.3.2 Construction Contracts**

##### **SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

## **A24 TAX DELINQUENCY AND FELONY CONVICTIONS**

### **A24.1 SOURCE**

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

### **A24.2 APPLICABILITY**

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

**Contract Types** – This provision applies to all contracts funded in whole or part with AIP.

**Use of Provision** – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

### **A24.3 CONTRACT CLAUSE**

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that it is ( ☐ ) is not ( ☐ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ☐ ) is not ( ☐ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify

the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **A25 TERMINATION OF CONTRACT**

### **A25.1 SOURCE**

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### **A25.2 APPLICABILITY**

**Contract Types** – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor's contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

#### **Use of Provision –**

*Termination for Default* – **MANDATORY TEXT.** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

*Termination for Convenience* – No mandatory text provided. The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

*Equipment, Professional Services, and Property* – No mandatory text provided. The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

### **A25.3 CONTRACT CLAUSE**

#### **A25.3.1 Termination for Convenience**

##### **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.



5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **A25.3.2 Termination for Default**

##### **TERMINATION FOR DEFAULT (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

##### **TERMINATION FOR DEFAULT (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions

necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **A26 TRADE RESTRICTION CERTIFICATION**

### **A26.1 SOURCE**

49 USC § 50104

49 CFR part 30

### **A26.2 APPLICABILITY**

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

**Contract Types** – The trade restriction certification and clause applies to all AIP funded projects.

**Use of Provision – MANDATORY TEXT.** 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

### **A26.3 SOLICITATION CLAUSE**

#### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **A27 VETERAN'S PREFERENCE**

### **A27.1 SOURCE**

49 USC § 47112(c)

### **A27.2 APPLICABILITY**

**Contract Types** – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 USC § 47112.

### **A27.3 CONTRACT CLAUSE**

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**GEOTECHNICAL STUDY  
OGDEN AIRPORT  
TERMINAL EXPANSION  
3909 AIRPORT ROAD  
OGDEN, UTAH**

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May 29, 2012

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**Y<sup>2</sup> JOB NUMBER: 12G-028**

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## **1.0 INTRODUCTION**

This report presents the results of a geotechnical investigation for the proposed expansion of the Terminal Building at the Ogden Airport located at 3909 Airport Road in Ogden, Utah. The general location of the site, with respect to existing roadways, is shown on Figure No. 1, *Vicinity Map*, at the end of this report.

This investigation was done to assist in evaluating the subsurface conditions and engineering characteristics of the foundation soils and in developing our opinions and recommendations concerning appropriate foundation types and floor slabs. This report presents the results of our geotechnical investigation including field exploration, laboratory testing, engineering analysis, and our opinions and recommendations. Data from the study is summarized on Figures 3 and 4, and in the Laboratory Results.

## **2.0 PROPOSED CONSTRUCTION**

We understand that the proposed project will consist of a new free standing building adjacent to the existing terminal building. The proposed building is expected to be one to two story slab on grade structure approximately 80 by 60 feet in size. We estimate that the maximum loads for the proposed structure will not exceed 8 kips per linear foot for bearing walls, 150 kips for columns, and 150 to 200 pounds per square foot for floor slabs.

It is anticipated that utilities may be constructed to service the building and that exterior concrete flatwork may be placed in the form of curb and gutter, and sidewalks.

If structural loads are significantly greater than those discussed herein or if the project is substantially different than described above, our office should be notified so that we may review our recommendations, and if necessary, make modifications.

### **3.0 CONCLUSIONS**

The following is a brief summary of our findings and conclusions:

1. The subject site is suitable for the proposed construction provided the recommendations presented in this report are followed.
2. Based upon the 2 boreholes drilled for this investigation, this site is covered with 12 inches of topsoil and sod. The native soil below the topsoil consisted of medium dense to dense poorly graded gravel with silt and sand (GP-GM) extending 14 feet below the current site grade where a medium dense silty sand (SM) was encountered which extended to the maximum depth investigated (22 ft). Water was not encountered in our boreholes at the time of the investigation.
3. Conventional strip and spread footings are recommended for support of the proposed building. Footings founded on the native soils or properly placed, compacted and tested structural fill extending to the undisturbed native soils may be designed for a maximum allowable soil bearing capacity of 2,600 psf. Additional information on footing design is given in Section 10.0 in this report.

### **4.0 SITE CONDITIONS**

The project area is currently a grass area adjacent to the terminal building. The proposed building is to be located north and west of the existing building. The project area is relatively level with no visible grade. The project area is covered with lawn. The project area site is bound to the north and west by concrete and asphalt aprons, to the south by concrete flat work and more landscaped areas, and to the east by the existing building and parking lot. No standing water or surface water sources were observed on the site during our investigation.

### **5.0 FIELD INVESTIGATION**

The field investigation consisted of drilling 2 boreholes to depths of 5½ to 22 feet below current site grades at the approximate locations shown on Figure 2, at the end of this report. The soils encountered at the site were continuously logged by a professional engineer from our office. Due to



the granular nature of the soils only disturbed samples were obtained and returned to our laboratory for testing.

## **6.0 LABORATORY TESTING**

The samples obtained during the field investigation were sealed and returned to our laboratory where samples were selected for laboratory testing. Laboratory tests included natural moisture determinations and grain size distribution analyses. The results of these tests are shown at the end of this report.

Samples will be retained in our laboratory for 30 days following the date of this report at which time they will be disposed of unless a written request for additional holding time is received prior to the disposal date.

## **7.0 SUBSURFACE CONDITIONS**

Based upon the 2 boreholes drilled for this investigation, this site is covered with 12 inches of topsoil and sod. The native soil below the topsoil consisted of medium dense to dense poorly graded gravel with silt and sand (GP-GM) extending 14 feet below the current site grade where a medium dense silty sand (SM) was encountered which extended to the maximum depth investigated (22 ft). Water was not encountered in our boreholes at the time of the investigation.

Graphical representations of the soil conditions encountered are shown on the Borehole Logs, Figure 3 and 4. The stratification lines shown on the Borehole Log represent the approximate boundaries between soil units; the actual transition may be gradual.

## **8.0 SITE GRADING**

### **8.1 General Site Grading**

Prior to construction unsuitable soils and vegetation should be removed from below areas which will ultimately support structural loads. This includes areas below foundations, floor slabs, and concrete flatwork. Unsuitable soils consist of topsoil, organic soils, undocumented fill, soft, loose or disturbed native soils, material associated with demolition of any existing facilities, and any other deleterious materials. Up to 6 inches of topsoil was encountered in our boreholes. All topsoil, uncontrolled fill, or other unsuitable soils should be completely removed.

### **8.2 Excavations**

Due to the nature of the soils at this site, we recommend that temporary construction slopes for excavations into the native soils, less than five feet in depth, not be made steeper than ½ :1 (horizontal:vertical). Excavations deeper than 5 feet should be sloped at 1:1 or be shored prior to anyone entering the excavation. If unstable conditions or groundwater seepage are encountered, flatter slopes or shoring and bracing may be required. All excavations should meet applicable OSHA<sup>1</sup> Health and Safety Standards for type C soils.

### **8.3 Structural Fill**

All fill placed below the structure should be compacted structural fill. All other fills should be considered as backfill. All structural fill should meet the requirements of the agency under which approval will be granted. Unless more restrictive criteria are given, structural fill may consist of the native soils or imported structural fill. Imported structural fill material should consist of well-graded sandy gravels to silty sands with a maximum particle size of 4 inches and 5 to 20 percent fines (materials passing the No. 200 sieve). The liquid limit of the fines should not exceed 35 and the plasticity index should be below 15. Clean gravel ranging from pea gravel to 6 inches with less than

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<sup>1</sup> Occupational Safety and Health Administration

5 percent fines and sand combined may also be used as structural fill. All fill soils should be free from topsoils, highly organic material, frozen soil, and other deleterious materials.

#### **8.4    Backfill**

The native soils may be used as backfill in utility trenches and against outside foundation walls as long as they are properly moisture conditioned, placed, and compacted. Backfill, not under structural elements, should be placed in lift heights suitable to the compaction equipment used and compacted to at least 90 percent of the maximum dry density (ASTM D-1557).

#### **8.5    Fill Placement and Compaction**

The thickness of each lift should be appropriate for the compaction equipment that is used. We recommend a maximum lift thickness of 6 inches for hand operated equipment, 8 inches for most “trench compactors”, and 12 inches for larger rollers, unless it can be demonstrated by in-place density tests that the required compaction can be obtained throughout a thicker lift. The full thickness of each lift of structural fill placed should be compacted to at least the percentages of the maximum dry density, shown in Table 1 below, as determined by ASTM D-1557:

**TABLE 1: STRUCTURAL FILL COMPACTION**

<b>Structural fill</b>	<b>Percent of Maximum Dry Density</b>
Below foundations, flatwork, and pavements:	95%
For fills thicker than 6 feet:	98%
In landscape areas not supporting structural loads:	90%

Generally, placing and compacting fill at a moisture content within 2% of the optimum moisture content, as determined by ASTM D-1557, will facilitate compaction. The further the moisture



content is from the optimum, the more difficult it will generally be to achieve the required compaction.

Clean gravel fill used as structural fill may be placed in loose lifts up to 2 feet thick. The gravel will need to be compacted with at least 4 passes of a vibratory plate or slow moving vibratory smooth drum compactor. Typically, the gravel will settle 1 to 3 inches per foot when properly compacted. Gravel compaction should be verified by either an engineer from Y<sup>2</sup> Geotechnical, P.C. or a materials testing technician from Intermountain Testing Inc., trained in proper gravel placement techniques.

We recommend that fill be tested frequently during placement by a qualified materials testing technician. Early testing is recommended to demonstrate that placement and compaction methods are achieving the required compaction for the entire depth of fill. It is the contractor's responsibility to ensure that fill materials and compaction efforts are consistent so that tested areas are representative of the entire fill.

## **9.0 SEISMIC CONSIDERATIONS**

### **9.1 Faulting**

Based on published data, no active faults are known to traverse the site and no faulting was indicated during our field investigation. The nearest known active fault is the Wasatch Fault, located about 3½ miles east of the property<sup>2</sup>.

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<sup>2</sup>

Black, B.D., DuRoss, C.B., Hylland, M.D., McDonald, G.N., and Hecker, S., compilers, 2004, Fault number 2351e, Wasatch fault zone, Weber section, in Quaternary fault and fold database of the United States: U.S. Geological Survey website, <http://earthquakes.usgs.gov/regional/qfaults>

## **9.2     Seismic Design Criteria**

The structures should be designed in accordance with the IBC building codes. According to section 1613.5.2 of the IBC, this site is classified as a Site Class D.

## **9.3     Liquefaction**

Liquefaction is a phenomenon where soils lose their intergranular strength due to an increase of pore pressures during a dynamic event such as an earthquake. The potential for liquefaction is based on several factors, including 1) the grain size distribution of the soil, 2) the plasticity of the fine fraction of the soil (material passing the No. 200 sieve), 3) relative density of the soil, 4) earthquake strength (magnitude) and duration, and 5) overburden pressures. In addition, the soils must be near saturation for liquefaction to occur. According to the Weber County liquefaction map<sup>3</sup>, this site is in an area classified as having moderate potential for liquefaction. Based on the density of the soils encountered and the depth of the water table we expect the risk of liquefaction induced settlement to be low.

## **10.0    FOUNDATIONS**

### **10.1    Footing Design**

The native soils at this site are capable of supporting the proposed structures if the recommendations presented in this report are followed. The recommendations presented below should be utilized during design and construction of this project:

1.     Conventional strip and spread footings are recommended for support of the proposed building. Footings founded on the native soils or properly placed, compacted and tested structural fill extending to the undisturbed native soils may be designed for a maximum allowable soil bearing capacity of 2,600 psf. A one-third increase is allowed for short term transient loads such as wind and seismic events. Footings should be uniformly loaded.

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<sup>3</sup>

Utah Geologic Survey, Selected Critical Facilities and Geologic Hazards, Weber County, Utah



2. Continuous and spot footings should have minimum widths of 18 and 30 inches, respectively.
3. Exterior footings should be placed below frost depth which is determined by local building codes. Generally 30 inches is adequate in this area. Interior footings, not subject to frost, should extend at least 18 inches below the lowest adjacent final grade.
4. Foundation walls on continuous footings should be well reinforced both top and bottom. We suggest a minimum amount of steel equivalent to that required for a simply supported span of 12 feet.
5. Footing excavations should be observed by a geotechnical engineer from Y<sup>2</sup> Geotechnical prior to placement of structural fill and construction of footings to evaluate whether suitable bearing soils have been exposed and verify that excavation bottoms are free of fill, loose, or disturbed soils.

## **10.2 Estimated Settlement**

If footings are designed and constructed in accordance with the recommendations presented above, the risk of total settlement exceeding 1 inch and differential settlement exceeding 0.5 inch for a 25-foot span will be low. Additional settlement may be expected during a strong seismic event.

## **11.0 LATERAL EARTH PRESSURES**

Resistance to lateral loads (including those due to wind or seismic loads) on foundations may be achieved by frictional resistance between the foundations and underlying soils, and by passive earth pressures of backfill soils placed against the sides of foundations. Retaining walls and below grade walls act as soil retaining structures and should be designed to resist pressures induced by the backfill soils.

The lateral pressures imposed on a retaining structure are dependant on the rigidity of the structure and its ability to resist rotation. Retaining walls which are free to rotate at least 0.2 percent of the

wall height, develop an active lateral soil pressure condition. Structures that are not allowed to rotate or move laterally, develop an at-rest lateral earth pressure condition. Lateral pressures applied to structures may be computed by multiplying the vertical depth of backfill material by the appropriate equivalent fluid density. Any surcharge loads in excess of the soil weight applied to the backfill should be multiplied by the appropriate lateral pressure coefficient and added to the soil pressure. The lateral pressures presented in Table 2, *Lateral Earth Pressures* below, are based on drained, horizontally placed soils as backfill material. For computing lateral forces we recommend the following equivalent fluid densities:

**TABLE 2: LATERAL EARTH PRESSURES**

<b>Condition</b>	<b>Static Lateral Pressure Coefficient</b>	<b>Static Equivalent Fluid Pressure (pcf)</b>	<b>Seismic Equivalent Fluid Pressure (pcf)</b>
<b>Active</b>	<b>0.28</b>	<b>34</b>	<b>54</b>
<b>At-Rest</b>	<b>0.44</b>	<b>53</b>	<b>72</b>
<b>Passive</b>	<b>3.53</b>	<b>424</b>	<b>405</b>

The friction acting along the base of foundations may be computed by using a coefficient of friction of 0.45 for contact with the native soils. The values presented above are based on drained conditions and are ultimate, therefore, an appropriate factor of safety should be applied to these values for design purposes.

## **12.0 FLOOR SLABS**

The native soils below floor slabs should be proof rolled and a minimum 4 inch thick layer of free-draining gravel or imported structural fill should be placed immediately below the floor slab to help distribute floor loads, break the rise of capillary water, and aid in the concrete curing process. For slab design, we recommend a modulus of subgrade reaction of 200 psi/in be used. Floor slabs should

be evaluated by a structural engineer to determine what measures are appropriate to control shrinkage and stress cracking and provide desired support.

Special precautions should be taken during placement and curing of concrete slabs and flatwork. Excessive slump (high water-cement ratios) of the concrete and/or improper finishing and curing procedures used during hot or cold weather conditions may lead to excessive shrinkage, cracking, spalling, or curling of slabs. We recommend all concrete placement and curing operations be performed in accordance with American Concrete Institute (ACI) codes and practices.

### **13.0 SURFACE DRAINAGE**

Wetting of the foundation soils may cause some degree of volume change within the soil should be prevented after construction. We recommend that the following precautions be taken at this site:

1. The ground surface should be graded to drain away from the structures in all directions. We recommend a minimum fall of 6 inches in the first 10 feet for landscaped areas and 1 inch in the first 20 feet for paved surfaces.
2. Roof runoff should be collected in rain gutters with down spouts designed to discharge well outside of the backfill limits.
3. Sprinkler heads, should be aimed away and kept at least 12 inches from foundation walls.
4. Provide adequate compaction of foundation backfill i.e. a minimum of 90% of ASTM D-1557. Water consolidation methods should not be used.
5. Other precautions which may become evident during design and construction should be taken.

### **14.0 GENERAL CONDITIONS**

The exploratory data presented in this report was collected to provide geotechnical design recommendations for this project only and is not intended for application to other sites or projects.



Borehole conditions may not be indicative of subsurface conditions outside the study area and thus have limited value in depicting subsurface conditions for contractor bidding. If it is necessary to define subsurface conditions in sufficient detail to allow accurate bidding we recommend an additional study be conducted which is designed for that purpose. An experienced geotechnical engineer or technician should observe fill placement and conduct testing as required to confirm the use of proper structural fill materials and placement procedures.

Variations from the conditions portrayed in the boreholes may occur and can only be confirmed during earthwork and foundation construction. The topsoil and fill conditions indicated in this report represent what was encountered during the site investigation. Subsequent changes to the site may result in fill or topsoil amounts varying from what is represented in this report. If fill, topsoil, or subsurface conditions are found to be different than those presented in this report, we should be notified immediately to determine if changes in the recommendations are required. If Y<sup>2</sup> Geotechnical, P.C., is not contacted about variations in the soil conditions, we cannot be responsible for the impact of those conditions on the performance of the project.

It should be remembered that geotechnical engineering conclusions and recommendations are generated through analytical methods which are not an exact science. Conclusions and recommendations presented in a geotechnical engineering report are not based only on the analytical empirical tools generally used but rely on engineering judgment in conjunction with the tools. The fact that professional judgments must be used in making recommendations means that the conclusions, solutions and recommendations presented in the geotechnical evaluation should not be considered risk-free and, more importantly, are not a guarantee that the interaction between the soils and the proposed structure will perform as planned. The conclusions and recommendations presented in this report represent the Y<sup>2</sup> Geotechnical, P.C. professional findings regarding the proposed

structures and pavements on this project based on the information generated and referenced during this evaluation and Y<sup>2</sup> Geotechnical, P.C.'s experience in working with these conditions.

The geotechnical investigation as presented in this report was conducted within the limits prescribed by our client. The finding and recommendations which have been presented in this report have been made in accordance with generally accepted professional geotechnical engineering practice in the area at the time of report preparation. Standards of practice are subject to change with time. No other warranty or representation, either expressed or implied is intended in our proposals, contracts or report.

This geotechnical report has been prepared for Ridgeline Design for use in the design and construction of the Ogden Airport Terminal Expansion project. This report is site specific and should not be relied upon for use in other investigations and is not for the use or benefit of, nor may it be relied upon by any other person or entity, for any purpose without the advance and express written consent of Ridgeline Design and Y<sup>2</sup> Geotechnical, P.C.; therefore, any use or reliance upon this geotechnical evaluation by a party other than the Client shall be solely at the risk of such third party and without legal recourse against Y<sup>2</sup> Geotechnical, P.C., its employees, officers, or directors, regardless of whether the action in which recovery of damages is brought is based upon contract, tort, statute, or otherwise. The client has the responsibility to see that all parties to the project including the designer, contractor, subcontractor, and building official, etc., are aware of the geotechnical report in its complete form. Y<sup>2</sup> Geotechnical, P.C., assumes no responsibility or liability for work or testing performed by others.

**Geotechnical Investigation  
Ogden Airport Terminal Expansion  
3909 Airport Road  
Ogden, Utah  
Job Number: 12G-028**

**Page 13**

We appreciate the opportunity of providing our services on this project. If we can answer questions or be of further service, please call.

Respectfully;  
**Y<sup>2</sup> GEOTECHNICAL, P.C.**  
Not Official Unless Stamped and dated.

Lori S. Yahne, P.E.  
Principal Geotechnical Engineer

Reviewed by,

R. Jay Yahne, P.E.  
Principal Geotechnical Engineer

3 copies sent





**Figure 1: VICINITY MAP**

**GEOTECHNICAL STUDY**  
Ogden Airport Terminal Expansion  
Ogden, Weber County, Utah





**Figure 2: TEST HOLE LOCATIONS**


**GEOTECHNICAL STUDY**  
Ogden Airport Terminal Expansion  
Ogden, Weber County, Utah



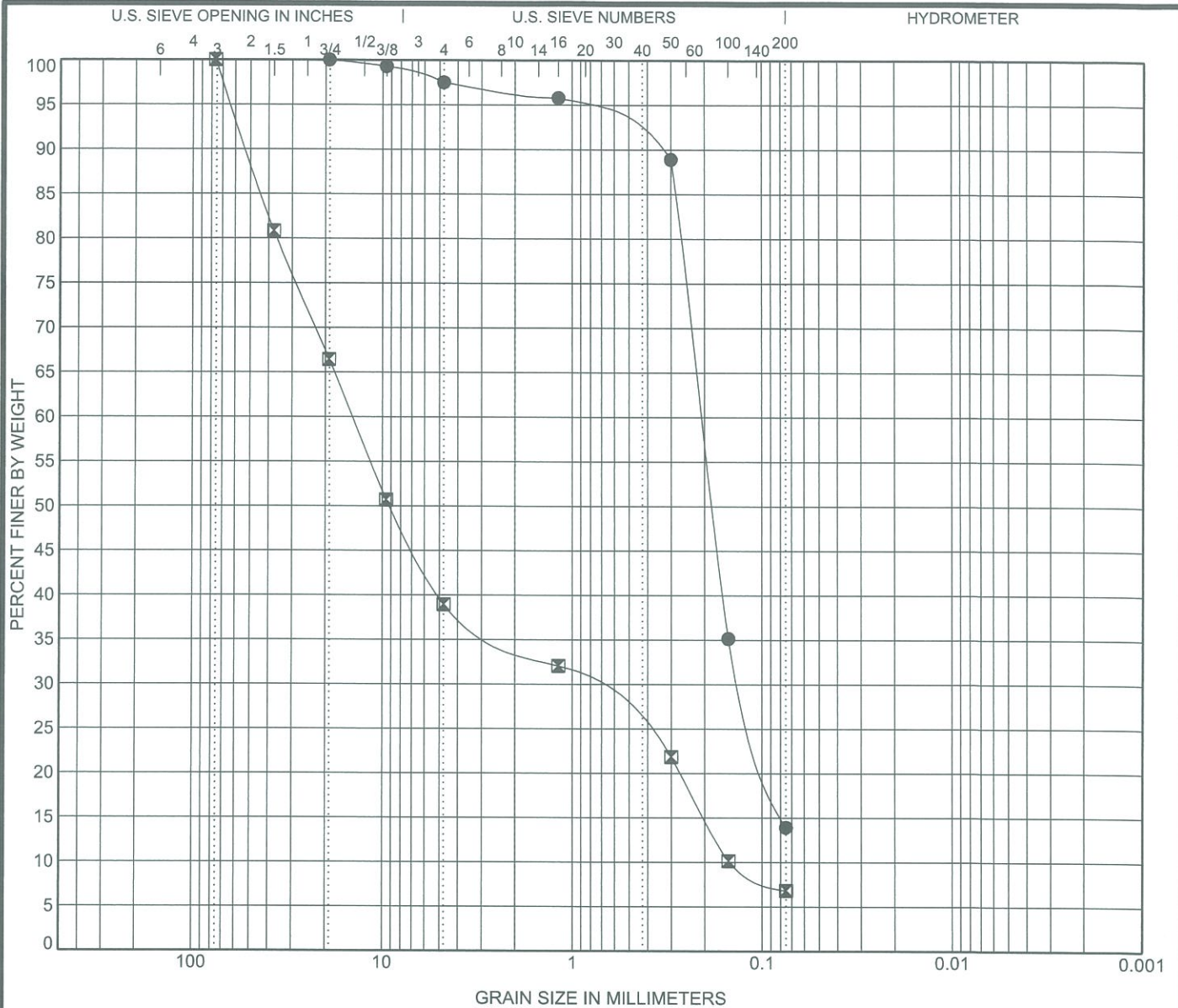
LOG OF BOREHOLE/TEST PIT 12G-028 GINT.GPJ Y2 GEOTECH.GDT 5/29/12

Project No. 12G-028			LOG OF BOREHOLE NO. B-1			Figure 3							
PROJECT			CLIENT										
Ogden Airport Terminal Expansion			Ridgeline Design										
LOCATION			Surface Elev.:										
3909 Airport Dr Ogden, UT													
Depth in Feet	Graphic Log	Sample Type	<input checked="" type="checkbox"/> Modified California Sampler <input type="checkbox"/> Standard Penetration Test	SOIL DESCRIPTION			SPT (N) Blows/Foot	Moisture Content, %	Liquid Limit, %	Plasticity Index, %	Gravel, %	Sand, %	Fines, %
				12" Topsoil.									
				Poorly Graded Gravel with Silt and Sand (GP-GM) - medium dense, slightly moist, brown.			16						
5							17						
							33						
10													
				Dense below 12 feet.			36						
15				Silty Sand (SM) - medium dense, slightly moist, brown.			19	5.8	NP	NP	2.5	83.6	13.9
20							16						
				End of borehole at 22 feet.									
25													
30													

<b>Y<sup>2</sup> Geotechnical, P.C.</b> Geotechnical, Geologic & Environmental	WATER LEVELS	STARTED	5/24/12	FINISHED	5/24/12
	None 5/24/12	DRILL CO.	Y-Squared	DRILL RIG/AMS VTR 9500	
		DRILL TYPE	10" Hollow Stem		
		LOGGED BY	R. Jay Yahne, P.E.		

Project No. 12G-028			LOG OF BOREHOLE NO. B-2			Figure 4				
PROJECT			CLIENT							
Ogden Airport Terminal Expansion			Ridgeline Design							
LOCATION			Surface Elev.:							
3909 Airport Dr Ogden, UT										
Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION	SPT (N) Blows/Foot	Moisture Content, %	Liquid Limit, %	Plasticity Index, %	Gravel, %	Sand, %	Fines, %
			12" Topsoil.							
			Poorly Graded Gravel with Silt and Sand (GP-GM) - medium dense, slightly moist, brown.							
5			End of borehole at 5.5 feet.	32	3.1	NP	NP	60.7	32.1	6.8
10										
15										
20										
25										
30										

<b><i>Y<sup>2</sup> Geotechnical, P.C.</i></b> Geotechnical, Geologic & Environmental	WATER LEVELS	STARTED	5/24/12	FINISHED	5/24/12
	None 5/24/12	DRILL CO.	Y-Squared	DRILL RIG/AMS	VTR 9500
		DRILL TYPE	10" Hollow Stem		
		LOGGED BY	R. Jay Yahne, P.E.		



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification			Classification			LL	PL	PI	Cc	Cu
●	B-1	16.0	SILTY SAND(SM)			NP	NP	NP		
☒	B-2	4.0	POORLY GRADED GRAVEL with SILT and SAND(GP-GMNP)			NP	NP	NP	0.38	98.58

Specimen Identification			D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	B-1	16.0	19.1	0.207	0.127		2.5	83.6	13.9	
☒	B-2	4.0	76.2	14.386	0.898	0.146	60.7	32.1	6.8	

***Y<sup>2</sup> Geotechnical, P.C.***  
Geotechnical, Geologic & Environmental

## GRAIN SIZE DISTRIBUTION

Project: Ogden Airport Terminal Expansion

Location: 3909 Airport Dr Ogden, UT

Number: 12G-028



Borehole	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Classification	Water Content (%)	Dry Density (pcf)	Saturation (%)	Void Ratio
B-1	16.0	NP	NP	NP	19.1	14	SM	5.8			
B-2	4.0	NP	NP	NP	76.2	7	GP-GM	3.1			

***Y<sup>2</sup> Geotechnical, P.C.***  
Geotechnical, Geologic & Environmental

### Summary of Laboratory Results

Project: Ogden Airport Terminal Expansion

Location: 3909 Airport Dr Ogden, UT

Number: 12G-028

November 3, 2022

Mr. Shane Sanders, AIA NCARB  
Sanders Associates Architects  
2668 Grant Avenue  
Ogden, Utah 84401

Subject: Geotechnical Consultation  
Ogden-Hinckley Airport Terminal Expansion  
3909 Airport Road  
Ogden, Utah

## **INTRODUCTION**

As requested, the undersigned engineer from CMT Engineering Laboratories (CMT) has reviewed the original geotechnical study<sup>1</sup> prepared by others for the existing building and a cursory review of the design plans for the proposed 8,448 square foot airport terminal expansion.

## **RECOMMENDATIONS**

The structural plans provided indicate utilizing spread footings for the addition with a design soil bearing pressure of 2,000 pounds per square foot over natural undisturbed soils. In the referenced geotechnical report, native soils encountered consisted of granular soil comprised of silty GRAVEL with sand extending to a depth of about 14 feet underlain by silty SAND extending to the full depth penetrated of 22 feet at bore hole B-1. No groundwater was encountered within this depth at the time of the report. The design bearing pressure given in the referenced report was on the order of 2,600 pounds per square foot (see page 7 of the geotechnical report) for footings installed on undisturbed natural granular soil or structural fill extending to undisturbed natural granular soil.

Based on the above information, the proposed foundation has been designed within the given soil bearing pressure limits. We recommend that CMT be contracted to review the exposed natural subgrade soils prior to structural fill and/or footing installation to verify existing soil conditions meet the requirement of the report.

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<sup>1</sup> "Geotechnical Study Ogden Airport, Terminal Expansion 3909 Airport Road, Ogden, Utah," Y<sup>2</sup> Geotechnical P.C. Job No. 12G-028, May 29, 2012.

**CLOSURE**

We appreciate the opportunity to work with you on this project. Please let us know if we can be of further assistance.

Sincerely,  
**CMT Engineering Laboratories**



Bryan N. Roberts, P.E.  
Senior Geotechnical Engineer

011000	SUMMARY
012300	ALTERNATES
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT & COORDINATION
013200	CONSTRUCTION PROGRESS DOCUMENTATION
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
014200	REFERENCES
015000	TEMPORARY FACILITIES & CONTROLS
016000	PRODUCT REQUIREMENTS
016001	BUY AMERICAN PREFERENCE REQUIREMENTS (AIP)
017300	EXECUTION
017419	CONSTRUCTION WASTE MANAGEMENT & DISPOSAL

# GENERAL REQUIREMENTS

division **1**



SECTION 011000 – SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Work restrictions.
5. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: **OGDEN CITY REGIONAL AIRPORT – HINCKLEY TEMINAL EXPANSION**

1. Project Location: 3909 Airport Road, Ogden, Utah.

B. Owner: OGDEN CITY

1. **Owner's Representative: Lynn Hinrichs.**

C. Architect: **SANDERS ASSOCIATES ARCHITECTS**, 2668 Grant Ave., Ogden Utah, 84401.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. **PHASE II CIVIL & STRUCTUTAL - The Project includes, but not limited to, site demolition, structural concrete, flat work concrete, architectural concrete, CMU, structural steel, steel joists, wood framing, wood joists, landscaping, and other Work indicated in the Contract Documents.**

B. Type of Contract:

1. Project will be constructed under a single prime contract.
  - a. Prime Contract basis of agreement for terms and conditions relative to this project consists of ConsensusDoc 500. All parties involved in this project to comply with the ConsensusDoc 500 Standard Agreement and General Conditions.

1.4 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. 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.

1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Restricted Substances: Use of tobacco products and other controlled substances Project site is not permitted.

1.6 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. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

END OF SECTION 011000

## SECTION 012300 – ALTERNATES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

#### 1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be **DEDUCTED** from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. **Deductive Alternate No. 1: "CIVIL & LANDSCAPING"** for the entry roads into the site. See civil plans for identified areas.
- B. **Deductive Alternate No. 2: "SITE CONCRETE BENCHES"**. Architectural concrete benches at the site vehicular pick-up area.
- C. **Deductive Alternate No. 3: "APPARATUS BAY"**. Site work, structural, mechanical, electrical, finishes, etc. Related to the apparatus bay addition.

END OF SECTION 012300

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

#### 1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

#### 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. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 7 days 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 unforeseen conditions require modifications to the Contract, Contractor may propose changes 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 Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

#### 1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner Architect and Contractor.

#### 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 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in 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.
- B. Format and Content: Use 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. Arrange schedule of values consistent with format of AIA Document G703.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 3. 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.
  - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  - 5. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
  - 6. Closeout Costs, (Retention). Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

#### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.



- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
  - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 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 for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit electronic document signed and notarized of each Application for Payment to Architect by a method ensuring receipt within 24 hours. 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 entities 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 conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms 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 (preliminary if not final).
  - 5. Sustainable design action plans, including preliminary project materials cost data.
  - 6. Schedule of unit prices.
  - 7. Submittal schedule (preliminary if not final).
  - 8. List of Contractor's staff assignments.

9. List of Contractor's principal consultants.
  10. Copies of building permits.
  11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  12. Initial progress report.
  13. Report of preconstruction conference.
- H. Application for Payment at Substantial Completion: After Architect issues 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 Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, 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.
  5. AIA Document G706A.
  6. AIA Document G707.
  7. Evidence that claims have been settled.
  8. 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.
  9. 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 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. Digital project management procedures.
  - 5. Project meetings.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

#### 1.2 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.

#### 1.3 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.

#### 1.4 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. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.

## 1.5 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. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. 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 Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.

3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  6. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Submittal Format: Submit or post coordination drawing files using PDF format.
  2. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    - b. Digital Data Software Program: Drawings are available in AutoCAD
    - c. Contractor shall execute a data licensing agreement in the form of Agreement included in this Project Manual.

#### 1.6 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 so as 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. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.

13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  - C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
  - D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working 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 10 days of receipt of the RFI response.
  - E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
    1. Project name.
    2. Name and address of Contractor.
    3. Name and address of Architect.
    4. RFI number including RFIs that were returned without action or withdrawn.
    5. RFI description.
    6. Date the RFI was submitted.
    7. Date Architect's response was received.
  - F. 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 seven days if Contractor disagrees with response.
- 1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES
- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction.

1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
3. Digital Drawing Software Program: Contract Drawings are available in AutoCAD.
4. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
  - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of Agreement included in this Project Manual.

B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

## 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- 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. Use of web-based Project software.
  - h. Procedures for processing field decisions and Change Orders.
  - i. Procedures for RFIs.
  - j. Procedures for testing and inspecting.
  - k. Procedures for processing Applications for Payment.
  - l. Distribution of the Contract Documents.
  - m. Submittal procedures.
  - n. Preparation of Record Documents.
  - o. Use of the premises.
  - p. Work restrictions.



- q. Working hours.
  - r. Owner's occupancy requirements.
  - s. Responsibility for temporary facilities and controls.
  - t. Procedures for moisture and mold control.
  - u. Procedures for disruptions and shutdowns.
  - v. Construction waste management and recycling.
  - w. Parking availability.
  - x. Office, work, and storage areas.
  - y. Equipment deliveries and priorities.
  - z. First aid.
  - aa. Security.
  - bb. 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. Review of mockups.
  - i. Possible conflicts.
  - j. Compatibility requirements.
  - k. Time schedules.
  - l. Weather limitations.
  - m. Manufacturer's written instructions.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. 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. Progress Meetings: Conduct progress meetings at biweekly 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) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site use.
    - 8) Temporary facilities and controls.
    - 9) Progress cleaning.
    - 10) Quality and work standards.
    - 11) Status of correction of deficient items.
    - 12) Field observations.
    - 13) Status of RFIs.
    - 14) Status of Proposal Requests.
    - 15) Pending changes.
    - 16) Status of Change Orders.
    - 17) Pending claims and disputes.
    - 18) 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.
  - 4. Site condition reports.

#### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. PDF file.

- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
  - 3. Total Float Report: List of activities sorted in ascending order of total float.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

#### 1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

#### 1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for commencement of the Work 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 floor or separate area as a separate numbered activity for each main 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 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
    - a. Metal Building Structure.
    - b. Cranes.
    - c. Electrical Gear Equipment.
    - d. Mechanical Systems
  3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
  4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
  5. Commissioning Time: Include no fewer than 15 days for commissioning.
  6. 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.
  7. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final 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. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  3. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Partial occupancy before Substantial Completion.
    - b. Use-of-premises restrictions.
    - c. Provisions for future construction.
    - d. Seasonal variations.
    - e. Environmental control.
- 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.milestones:]
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and the Contract Time.
- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule 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 final completion percentage for each activity.
- H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- I. 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.

#### 1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work.
- 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 three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

#### 1.7 CPM SCHEDULE REQUIREMENTS

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for commencement of the Work. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for commencement of the Work.



- a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
  2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing and inspection.
    - j. Commissioning.
    - k. Punch list and final completion.
    - l. Activities occurring following final completion.
  2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Main events of activity.

4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
  - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.

## 1.8 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.

15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule.
- C. See Division 01 Section "Quality Requirements" for submitting test and inspection reports.
- D. See Division 01 Section "Closeout Procedures" for submitting warranties.
- E. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- F. See Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.3 SUBMITTAL PROCEDURES

- A. General: Electronic copies of Architect's CAD files will **not** be provided to Contractor for Contractor's use in connection with Project.
- 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. Architect 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 01 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 Architect'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 days business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect 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 additional business 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 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Drawing number and detail references, as appropriate.
    - i. Location(s) where product is to be installed, as appropriate.
    - j. Other necessary identification.
- F. Deviations: Notify the Architect in writing with a letter attached to the submittal of any deviations in the submittal from requirements of the Contract Documents. Product substitutions must be proposed in writing prior to submission of any shop drawings, product data in accordance with other Division 1 sections.
1. 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 Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
1. Transmittal Form: Provide 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. Submittal and transmittal distribution record.
  - i. Remarks.
- 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.
- 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 taken by Architect.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- 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. Manufacturer's catalog cuts.
    - e. Wiring diagrams showing factory-installed wiring.
    - f. Printed performance curves.
    - g. Operational range diagrams.
    - h. Compliance with specified referenced standards.
    - i. Testing by recognized testing agency.
  - 4. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Architect 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. Notation of coordination requirements.
    - j. Notation of dimensions established by field measurement.
    - k. Relationship to adjoining construction clearly indicated.
    - l. Seal and signature of professional engineer if specified.
    - m. Design calculations.
    - n. 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 (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
  3. Number of Copies: Submit two opaque (bond) copies of each submittal. Architect will return one copy.
- 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.
  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. Architect 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. Architect will retain one Sample sets; remainder will be returned.
- E. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- F. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. 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.
  - 1. Indicate related specification number with company address and phone numbers.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit one copies of each submittal, unless otherwise indicated. Architect 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 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 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 architects 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.
- M. 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.
- N. 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.
- O. 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.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Q. 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.
- R. 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.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
  - 1. Statement on condition of substrates and their acceptability for installation of product.
  - 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

- T. 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.
- U. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
  - 1. Architect will not review submittals that include MSDSs and will return them for resubmittal.

## 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 Architect.
- 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 Architect.
- 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 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.
- E. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. 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 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. 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.
  - 2. 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.

#### 1.2 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: 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 trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.

- 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.
- 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: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as 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.

### 1.3 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.

### 1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be 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.

### 1.5 ACTION SUBMITTALS

- A. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, 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.

## 1.6 INFORMATIONAL SUBMITTALS

- A. 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. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. 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.
- C. 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.

## 1.7 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. Statement on condition of substrates and their acceptability for installation of product.
  - 2. Statement that products at Project site comply with requirements.



3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  5. 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. Statement that equipment complies with requirements.
  2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  3. Other required items indicated in individual Specification Sections.

## 1.8 QUALITY ASSURANCE

- A. General: 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 are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; 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 installation 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:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - d. When testing is complete, remove test specimens and test assemblies, do not reuse products on Project.
  - 2. 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 that 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. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 8. Demolish and remove mockups when directed unless otherwise indicated.
- L. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  - 1. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform duties of Contractor.
- E. 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."

- F. 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.
- G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

#### 1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  - 6. Retesting and reinspecting corrected work.

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, 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 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
  1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
  8. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org)
  9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
  14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
  15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
  16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  19. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
  20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
  21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
  22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
  23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
  24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
  25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
  26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
  27. ARI - American Refrigeration Institute; (See AHRI).
  28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
  29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
  30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
  31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
  32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
  33. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
  34. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
  35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
  36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).



37. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
38. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
40. AWPA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).
41. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
42. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
43. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
44. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
45. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
47. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CE - Conformance Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>
51. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
52. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
53. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
54. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
55. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
56. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
57. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
58. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
59. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
60. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
61. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
62. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
63. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
64. CSA - Group; [www.csa.ca](http://www.csa.ca).
65. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
66. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
67. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
71. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
77. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
78. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); [www.intertek.com](http://www.intertek.com).
81. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
82. FCI - Fluid Controls Institute; [www.fluidcontrolsintstitute.org](http://www.fluidcontrolsintstitute.org).
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).

85. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
86. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarooft.com](http://www.floridarooft.com).
88. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
89. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
90. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
91. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
92. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
93. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
97. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
98. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
99. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
103. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
104. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
105. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
106. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
111. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
112. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
113. ILI - Indiana Limestone Institute of America, Inc.; [www.ili.ai.com](http://www.ili.ai.com).
114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
118. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
121. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
124. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
125. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
126. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
127. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
128. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
129. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
130. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
131. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).

133. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
134. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
135. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
136. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
137. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
138. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
139. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
140. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
141. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
142. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
143. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
144. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
145. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
146. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
147. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
150. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
151. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
154. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
155. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
156. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
157. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
158. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
160. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
161. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
162. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); <http://www.plasa.org>.
164. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
165. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
166. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
167. SAE - SAE International; [www.sae.org](http://www.sae.org).
168. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
169. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
170. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
171. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
174. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
175. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
177. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
178. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
179. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
180. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
181. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
182. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).

183. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
184. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
185. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
186. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
187. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
188. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
193. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
194. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
195. TRI - Tile Roofing Institute; [www.tilerooting.org](http://www.tilerooting.org).
196. UL - Underwriters Laboratories Inc.; <http://www.ul.com>.
197. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
198. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
199. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
200. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
201. WA - Wallcoverings Association; [www.wallcoverings.org](http://www.wallcoverings.org).
202. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
203. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
204. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
205. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
206. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
207. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
208. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; [www.din.de](http://www.din.de).
2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).

10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
13. SD - Department of State; [www.state.gov](http://www.state.gov).
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
  - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org/ccb](http://www.wbdg.org/ccb).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
5. CPUC; California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
6. SCAQMD; South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).

7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development;  
[www.txforestservation.tamu.edu](http://www.txforestservation.tamu.edu).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200



## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

#### 1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: 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.
- C. Electric Power Service from Existing System: 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.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.



4. Waste-handling procedures.
5. Other dust-control measures.

#### 1.4 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.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

#### 1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to 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 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
  3. Drinking water and private toilet.
  4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
  5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

#### 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC 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 qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

### PART 3 - EXECUTION

#### 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

#### 3.2 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.

#### 3.3 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: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

- E. Temporary 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.
  - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service overhead unless otherwise indicated.
- 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.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one land-based telephone line(s) for each field office.
- J. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications. Equip computer with not less than the following:

### 3.4 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. 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.

- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. 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 or endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touch up signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- I. 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.
- J. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- K. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided 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 stairs become damaged, restore damaged areas so no evidence remains of correction work.
- L. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

### 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
  2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."
- G. 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.
- H. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- I. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
  1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.

- J. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- K. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- L. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- M. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- N. 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; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
  - 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.

### 3.6 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
  - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
  - 3. Indicate methods to be used to avoid trapping water in finished work.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.

- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Periodically collect and remove waste containing cellulose or other organic matter.
  - 4. Discard or replace water-damaged material.
  - 5. Do not install material that is wet.
  - 6. Discard and replace stored or installed material that begins to grow mold.
  - 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
  - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

### 3.7 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. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. 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. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000



## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. 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; and comparable products.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

#### 1.2 DEFINITIONS

- A. Products: Items obtained 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 by Architect through submittal process 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. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.3 ACTION SUBMITTALS

- A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a comparable product

request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- a. Form of Architect's Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
  - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. 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 determine compliance with the Contract Documents and to determine 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. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 6. Protect stored products from damage and liquids from freezing.

## 1.6 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: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for 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 indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, 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 meeting requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
  - 1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: ..."
  - 2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

Comparable products or substitutions for Contractor's convenience will not be considered.

- a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: ..."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
  - a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: ..."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.
  - a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: ..."
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
  - a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: ..."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.
  - a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: ..."
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated 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 requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
  - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
  1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
  2. Evidence that proposed product provides specified warranty.
  3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  4. Samples, if requested.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 016001 – BUY AMERICAN PREFERENCE REQUIREMENTS (AIP)

PART 1 - GENERAL

1.1 SUMMARY

- A. The Buy American Preference requirements including provisions of 49 U.S.C. Section 50101 apply to this Project.
- B. The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.
  - 1. The Buy American Preferences under 49 U.S.C. Section 50101 require that all steel and manufactured goods used in Airport Improvement Program (AIP) funded projects be produced in the United States. In accepting AIP funding, grant recipients must certify that all steel or manufactured products used on any portion of the AIP-funded project are produced in the United States and are of 100 percent U.S. materials.
- C. Waviers: Under 49 U.S.C. Section 50101(b), FAA has the authority to waive these Buy American Preferences if certain market or product conditions exist. These are:
  - 1. Wavier Types:
    - a. Waver Type 1: Applying the Buy American Preferences would be inconsistent with the public interest;
    - b. Wavier Type 2: The steel or goods produced in the U.S. are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
    - c. Wavier Type 3: When the cost of components and subcomponents produced in the U.S. is more than 60 percent of the cost of all components of the facility or equipment procured and final assembly occurs in the United States; or
    - d. Wavier Type 4: Including domestic material will increase the cost of the overall project by more than 25 percent.
  - 2. Wavier Request Timing:
    - a. Sponsors desiring a Type 1 or Type 2 waiver must submit waiver requests before issuing a solicitation for bids or a request for proposal for a project
    - b. The sponsor must submit Type 3 or Type 4 waiver must submit requests prior to executing the contract.
  - 3. Buy American Wavier request documents are available at [https://www.faa.gov/airports/aip/buy\\_american/](https://www.faa.gov/airports/aip/buy_american/).
    - a. Buy American Product Content Percentage Worksheet (Form 5100-136)
    - b. Buy American Final Assembly Questionnaire (Form 5100-137)

- c. Buy American Construction Project Content Percentage Worksheet (Form 5100-143)
  - 4. Buy American Conformance List:
    - a. The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at [https://www.faa.gov/airports/aip/buy\\_american/](https://www.faa.gov/airports/aip/buy_american/) . Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.
  - D. All products furnished for the Project shall comply with Buy American regardless of value.
  - E. If a lower tier contractor discovers that a specific product – whether indicated in a specification section or on a drawing – does not meet Buy American Preference requirements they shall immediately notify the General Contractor in writing.
  - F. Each lower tier contractor shall include a Certificate of Buy American Compliance for Total Facility with their product submittals using the attached form.
- 1.2 REFERENCES
- A. CFR – Code of Federal Regulations (<https://www.gpo.gov>)
    - 1. 49 CFR Part 30.19 BUY AMERICAN ACT
  - B. FAA – Federal Aviation Administration: (AIP Buy American Preference Requirements) (<https://www.faa.gov/airports/aip/buy-american/>)
  - C. U.S.C. – United States Code (<https://www.gpo.gov>)
    - 1. 49 U.S.C. Section 50101
  - D. Buy American guidance is available at [https:// www.faa.gov/airports/aip/buy\\_american/](https://www.faa.gov/airports/aip/buy_american/).
    - 1. Buy American Guidance (AIP Handbook, Change 1, Appendix X)
    - 2. Buy American Preferences (49 U.S.C Section 50101)

## PART 2 - PRODUCTS

- 2.1 Certificate of Buy American Compliance for Total Facility. (See attached form - EXHIBIT A)

## PART 3 - EXECUTION (Not Used)

END OF SECTION 016001



## EXHIBIT A

### **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY (Building Construction Projects)**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  - To faithfully comply with providing U.S. domestic products.
  - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

## EXHIBIT A

### Required Documentation

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

#### 1.2 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - 2. 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.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or 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.
  - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction 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.

- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching 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 provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, 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; underground electrical services; and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, 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. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. 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 local utility & 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 caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 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 professional engineer 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 limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 7. 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 rim 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 Architect.

### 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.
- 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.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a professional engineer to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

### 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. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

- F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 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.
- I. 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.
- J. Remove and replace damaged, defective, or non-conforming Work.

### 3.6 CUTTING AND PATCHING

- A. Cutting and Patching, 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. 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.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. 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.



- G. 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 neatly to minimum 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 and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable 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.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical 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 minimize evidence of patching and refinishing.
  - 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.
  - 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 condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. 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 waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

- a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
  - 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: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
  - 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 ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.8 STARTING AND ADJUSTING
- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
  - B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
  - C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

### 3.9 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. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous construction waste.
  - 2. Recycling nonhazardous construction waste.
  - 3. Disposing of nonhazardous construction waste.
- B. Related Requirements:
  - 1. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.
  - 2. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

#### 1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### 1.3 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification and waste reduction work plan.
- B. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
2. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
3. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
  2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

- a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

### 3.3 RECYCLING CONSTRUCTION WASTE

#### A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

#### B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

#### C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

#### D. Paint: Seal containers and store by type.

### 3.4 DISPOSAL OF WASTE

#### A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

#### B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.

#### C. Burning: Do not burn waste materials.

END OF SECTION 017419

021500 SHORING & BRACING  
024113 SELECTIVE SITE DEMOLITION  
024119 SELECTIVE DEMOLITION

# EXISTING CONDITIONS

division **2**

**SAA**  
SANDERS ASSOCIATES ARCHITECTS



## SECTION 021500 - SHORING AND BRACING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes shoring and bracing work necessary to protect existing buildings, streets, walkways, utilities, and other improvements and excavation against loss of ground or caving embankments.
  - 1. Maintenance of shoring and bracing.
  - 2. Removal of shoring and bracing, as required.
- B. Building excavation is specified in another Division-2 section.
- C. Drawings and general provisions of Contract including General and Supplementary Conditions and Division-1 Specification sections, and the Uniform Standard Specifications and Details for Public Works Construction from authority having jurisdiction, apply to work of this section.

#### 1.3 QUALITY ASSURANCE

- A. Supervision: Engage and assign supervision of shoring and bracing work to a qualified foundation consultant.
- B. Regulations: Comply with local codes and ordinances of governing authorities having jurisdiction.

#### 1.4 JOB CONDITIONS

- A. Before starting work, check and verify governing dimensions and elevations. Survey condition of adjoining properties. Take photographs, to record any prior settlement or cracking of structures, pavements, and other improvements. Prepare a list of such damages, verified by dated photographs, and signed by Contractor and others conducting investigation.
- B. Survey adjacent structures and improvements, establishing exact elevations at fixed points. Clearly identify adjacent building benchmarks and record existing elevations. Locate this project's datum level used to establish benchmark elevations at sufficient distant so as not to be affected by movement resulting from excavation operations.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Provide suitable shoring and bracing materials which will support loads imposed. Materials need not be new, but should be in serviceable condition.
- B. If wood is part of shoring system near existing structures, use pressure preservative

treated materials or remove before placement of backfill.

### PART 3 - EXECUTION

#### 3.1 SHORING

- A. Locate shoring clear of permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.
- B. Shoring systems retaining earth on which the support or stability of existing structures is dependent must be left in place at completion of work.

#### 3.2 BRACING

- A. Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move a brace, install new bracing prior to removal of original brace.
- B. Do not place bracing where it will be cast into or included in permanent concrete work, except as otherwise acceptable to Architect.
- C. Install internal bracing to prevent spreading or distortion to braced frames.
- D. Maintain bracing until structural elements are rebraced by other bracing or until permanent floor construction is able to withstand lateral earth and hydrostatic pressures.
- E. Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.
- F. Repair or replace, as acceptable by Architect, adjacent work damaged or displaced through the installation or removal of shoring and bracing work.

END OF SECTION 021500

## SECTION 024113 SELECTIVE SITE DEMOLITION

### PART 1 - GENERAL

#### 0.1 SUMMARY:

- A. Section includes requirement for demolition work.
  - 1. Verify existing utilities to be removed as well as site features to be demolished with owner and engineer.
- B. Demolition includes, but is not limited to, the removal of the following items within the demolition limit lines:
  - 1. Sidewalks
  - 2. Concrete Slabs
  - 3. Building Structures (below and above grade)
- C. Related Sections
  - 1. Refer to Section 31200 for earthwork requirements.
- D. Drawings and general provisions of contract, including general and supplementary Conditions and site clearing specifications apply to work in this section.

#### 0.2 SUBMITTALS:

- A. Schedule: Submit proposed methods and operations of demolition to review prior to start of work. Include in schedule coordination for shut-off, capping, and continuation of utility services as required.
- B. Explosives: The use of explosives is not permitted.
- C. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
  - 1. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulation.
- D. Protections: Ensure safe passage of persons around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.
  - 1. Erect temporary covered passageways as required by authorities having jurisdiction.
  - 2. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.

- E. Damage: Promptly repair damage caused to adjacent facilities by demolition operations.
  - 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- F. Hazardous Materials Removal:
  - 1. When hazardous materials are encountered, notify the Owner immediately.

## PART 1 - PRODUCTS

Not used.

## PART 2 - EXECUTION

- A. Demolition:
  - 1. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
    - a. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
    - b. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by Architect or governing authorities. Return adjacent areas to condition existing prior to start of work.
- B. Cutting Concrete and Concrete Block: Saw cut concrete slabs and concrete block walls with approved saws at lines and levels indicated on drawings. Saw cut concrete walks and curbs only if they cannot be removed to an existing control joint.
- C. Capping and Abandonment: Cap all abandoned lines and conduits and drains in accordance with requirements of Utility Companies having jurisdiction. Remove abandoned lines, unless otherwise noted.
- D. Permits: Contractor is required to obtain a Demolition Permit and Utility Disconnection Permits from the City and utility companies.
  - 1. Record on Record Document location and extent of all capped and abandoned lines below grade.
- E. Relocation: Relocate utilities as indicated. Work performed for relocation of utilities to conform to new utility line construction.

### 2.1 DISPOSAL OF DEMOLISHED MATERIALS:

- A. General: remove from site debris, rubbish, and other materials resulting from demolition operations and dispose in a legal manner.

### 2.2 BACKFILL

- A. Excavated areas associated with the removal of all substructures should be backfilled with a well-graded granular material having a maximum size of 2 inches and not more than 15 percent passing a #200 sieve. All earth materials placed in excavated areas should be placed in maximum eight inch loose lifts and densified to an in-place unit weight equal to 95% of the Maximum Laboratory Density as determined by ASTM D 1557-78.
  - 1. Refer to section 31200 for placement and compaction requirements.

END OF SECTION 024113

## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

#### 1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.3 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection and for dust control. Indicate proposed locations and construction of barriers.
- B. Schedule of selective demolition activities with starting and ending dates for each activity.
- C. Pre-demolition photographs or video.
- D. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

#### 1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

## 1.7 FIELD 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.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work.
  - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.
- C. Requirements for Building Reuse:
  - 1. Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
  - 2. Maintain existing interior nonstructural elements (interior walls, doors and floor coverings) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Perform an engineering survey of 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 building demolition operations.
- C. Inventory and record the condition of items to be removed and salvaged.

### 3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

### 3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.



### 3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, 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.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.5 SELECTIVE DEMOLITION

- 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. 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. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. 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 portable fire-suppression devices during flame-cutting operations.
  - 4. Maintain fire watch during and for at least the amount of hours required by the DFCM Hot Work Permit after flame-cutting operations.
    - a. Hot Work Permit and Program: A "Hot Work Permit" will be required each day that torch cutting or welding activities occur during demolition or construction. All precautions of the "DFCM Hot Work Program" must be applied prior to commencing any welding or hot work. This is for compliance with NFPA 51B, 2009 and OSHA CFR 29 Part 1910.252 requirements. Coordinate with the WSU Fire Marshal.
  - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 6. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. 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.
- C. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area on-Campus.

5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. 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.

E. 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.

- a. Interior doors and frames. Cover and protect doors or frames that are to remain during construction.
- b. Interior walls. Protect wall surfaces that are to remain. Repair any damage to finish surfaces.

### 3.6 CLEANING

A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."

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.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. 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.

END OF SECTION 024119

033000 CAST-IN-PLACE CONCRETE  
033300 ARCHITECTURAL CONCRETE

CONCRETE

division **3**

**SAA**  
SANDERS ASSOCIATES ARCHITECTS

## SECTION 033000 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.
- C. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

#### 1.4 QUALITY ASSURANCE

- A. 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."
- B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

#### 1.5 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

#### 1.6 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1.

1. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1).

## PART 2 - PRODUCTS

### 2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301 (ACI 301M).
  2. ACI 117 (ACI 117M).

### 2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- 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.

### 2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.
- C. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed bars, epoxy coated, with less than 2 percent damaged coating in each 12-inch (300-mm) bar length.
- D. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.
- E. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, plain steel.
- F. 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."

### 2.4 CONCRETE MATERIALS

- A. Cementitious Materials:
1. Portland Cement: ASTM C 150/C 150M, Type I/II, gray.
  2. Fly Ash: ASTM C 618, Class F.
  3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.

- B. Normal-Weight Aggregates: ASTM C 33/C 33M, graded.
  - 1. Maximum Coarse-Aggregate Size: **1 inch (25 mm)** nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C 260/C 260M.
- D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do 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.
- E. Water: ASTM C 94/C 94M and potable.

## 2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) 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.

## 2.6 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.

## 2.7 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 (ACI 301M).
- B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. 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 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 w/c ratio below 0.50.

## 2.8 CONCRETE MIXTURES FOR BUILDING ELEMENTS

### A. Normal-Weight Concrete:

1. Minimum Compressive Strength: As shown on Structural Drawings.
2. Maximum W/C Ratio: As shown on Structural Drawings.
3. Slump Limit: **4 inches (100 mm) or 8 inches (200 mm) for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch (25 mm).**
4. Air Content: As shown on Structural Drawings.

## 2.9 FABRICATING REINFORCEMENT

- ### A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.10 CONCRETE MIXING

- ### A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

# PART 3 - EXECUTION

## 3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 (ACI 301M), 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 (ACI 117M).
- C. Chamfer exterior corners and edges of permanently exposed concrete.

## 3.2 EMBEDDED ITEM INSTALLATION

- ### 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.

### 3.3 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

### 3.4 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.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth 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 (3.2 mm)**. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut **1/8-inch- (3.2-mm-)** wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- 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.

### 3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is 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. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301 (ACI 301M).

### 3.6 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.
- C. 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.

### 3.7 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straighten 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.
  - 2. **Finish and measure surface, so concrete surface has a Floor Flatness (FF 45) and Floor Levelness (FL 35) according to ASTM E 1155.**
- C. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated. While concrete is still plastic, slightly scarify surface with a fine broom.
  - 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- D. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
  - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

### 3.8 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 305.1 for hot-weather protection during curing.
- B. Concrete Finishing Coordination: Coordinate curing compounds for concrete hardener material. Remove curing compound if not compatible. Refer to Section 033500 Concrete Finishing.
- C. 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 (1 kg/sq. m 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.
- D. 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 remainder of curing period.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
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 (300 mm), 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.
3. Curing Compound: 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. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a 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. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

### 3.9 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.

### 3.10 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 033000

SECTION 033300 - ARCHITECTURAL CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place architectural concrete, including form facings, reinforcement and accessories, concrete materials, concrete mixture design, placement procedures, and finishes to obtain specified architectural appearance. 'Architectural Concrete' includes portions of the basement walls as indicated, retaining walls, light wells, and planter walls exposed above grade.
- B. Related Sections:
  - 1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture.
- C. Formwork Shop Drawings.

1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.

1.4 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.5 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M).

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301 (ACI 301M).
  - 2. ACI 303.1.

2.2 FORM-FACING MATERIALS

- A. General: Comply with Section 033000 "Cast-in-Place Concrete" for formwork and other form-facing material requirements.
- B. Form-Facing Panels for As-Cast Finishes: Steel and glass-fiber-reinforced plastic, or other approved nonabsorptive panel materials that provide continuous, true, and smooth architectural concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- C. Rustication Strips (if noted on Drawings): Metal, dressed wood, or rigid plastic, or with sides beveled and back kerfed; nonstaining; in longest practicable lengths.
- D. Chamfer Strips: Metal, rigid plastic, elastomeric rubber, or dressed wood, **3/4 by 3/4 inch (19 by 19 mm)**, minimum; nonstaining; in longest practicable lengths. See drawings for details and locations.
- E. Form Joint Tape: Compressible foam tape; pressure sensitive; AAMA 800; minimum **1/4 inch (6 mm)** thick.
- F. Form Joint Sealant: Elastomeric sealant complying with ASTM C 920, Type M or S, Grade NS, that adheres to form joint substrates.
- G. Form Release Agent: Commercially formulated form-release agent that will not bond or adversely affect architectural concrete surfaces and will not impair subsequent treatments of those surfaces.
- H. Form Ties: Factory-fabricated, internally disconnecting or removable ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  - 1. Furnish ties that, when removed, will leave holes no larger than 1" (25mm) in diameter on concrete surface.

2.3 REINFORCEMENT ACCESSORIES

- A. General: Comply with Section 033000 "Cast-in-Place Concrete" for steel reinforcement and other requirements for reinforcement accessories.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire fabric in place; manufactured according to CRSI's "Manual of Standard Practice."

1. Where legs of wire bar supports contact forms, use CRSI Class 1, gray, plastic-protected or CRSI Class 2, stainless-steel bar supports.

## 2.4 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
  1. Portland Cement: ASTM C 150/C 150M, Type I/II, gray.
  2. Fly Ash: ASTM C 618, Class F.
  3. Slag Cement: ASTM C 989/C 989M, Grade 100 or Grade 120.
  4. Silica Fume: ASTM C 1240 amorphous silica.
- C. Normal-Weight Aggregates: Refer to Division 3 Section 'Cast-in-place Concrete'.
- D. Water: Potable, complying with ASTM C 94/C 94M, except free of wash water from mixer washout operations.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that does 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.

## 2.5 CONCRETE MIXTURES:

- A. Prepare design mixtures for each type and strength of cast-in-place architectural concrete proportioned on basis of laboratory trial mixture or field test data, or both, according to **ACI 301 (ACI 301M)**.
  1. Use a qualified independent testing agency for preparing and reporting proposed design mixtures based on laboratory trial mixtures.
- B. Cementitious Materials: For cast-in-place architectural concrete exposed to deicers, limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 (ACI 301M) requirements. Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Concrete Mixtures:
  1. Compressive Strength (28 Days): As indicated in Structural Drawings.
  2. Maximum W/C Ratio: 0.46 or as indicated in Structural Drawings.

3. Slump Limit: 4 inches (100 mm) or 8 inches (200 mm) for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch (25 mm).
4. Air Content: As indicated in Structural Drawings.

## 2.6 CURING MATERIALS:

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

## 2.7 CONCRETE MIXING:

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver cast-in-place architectural concrete according to ASTM C 94, and furnish batch mixing ticket information.
  1. When air temperature is between 85 and 95 deg F (30 and 32 deg C), reduce mixing and delivery time from 90 to 75 minutes; when air temperature is above 90 F (32 deg C), reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. General: Comply with Section 033000 "Cast-in-Place Concrete" for formwork, embedded items, and shoring and reshoring.
- B. In addition to ACI 303.1 limits on form-facing panel deflection, limit cast-in-place architectural concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
  1. Class B, 1/8 inch (3 mm)
- C. Fabricate forms for easy removal without hammering or prying concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-in-place surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood rustications, keyways, reglets, recesses, and the like, for easy removal.
  1. Do not use rust-stained, steel, forming-facing materials.
- D. Chamfer exterior corners and edges of cast-in-place architectural concrete where detailed or if not detailed chamfer edges as directed by Architect.
- E. Coat contact surfaces of wood rustications and chamfer strips with sealer before placing reinforcement.
- F. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in work. Determine sizes and locations from trades providing such items.

- G. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- H. Seal form joints and penetrations at form joint tape or form joint sealant to prevent mortar leaks.
- I. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- J. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 REINFORCEMENT AND INSERTS

- A. General: Comply with Section 033000 "Cast-in-Place Concrete" for fabricating and installing steel reinforcement. Securely fasten steel reinforcement and wire ties against shifting during concrete placement.
- B. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

### 3.3 REMOVING AND REUSING FORMS

- A. Formwork, for sides of walls 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 (10 deg C) 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.
- B. Clean and repair surfaces of forms to be used in the work. Do not use split, frayed, delaminated, or otherwise damaged form-facing material. 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 cast-in-place architectural concrete surfaces.

### 3.4 JOINTS

- A. Construction Joints: Install construction joints true to line, with faces perpendicular to surface plane of cast-in-place architectural concrete, 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.
  - 2. Use bulkhead forms with keys of plywood, wood, or expanded galvanized steel sheet, unless otherwise indicated. Embed keys at least 1-1/2" (38mm) into concrete. Align construction joint within rustications attached to form-facing material.
  - 3. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
  - 4. Use bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

- B. Contraction Joints: Form weakened-plane contraction joints true to line, with faces perpendicular to surface plane of cast-in-place architectural concrete, so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

### 3.5 CONCRETE PLACEMENT

- A. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- B. Deposit concrete continuously between construction joints. Deposit concrete to avoid segregation.
- C. Deposit concrete in forms in horizontal layers no deeper than 24 inches (600mm) and in a manner to avoid inclined construction joints.
  - 1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
  - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches (150mm) into proceeding 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 mix constituents to segregate.
- D. 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 air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregate before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  - 2. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- E. Hot-Weather Placement: Place concrete according to recommendations in **ACI 305R** and as follows, when hot weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement.
  - 2. Cover steel reinforcement with water soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.6 FINISHES, GENERAL

- A. Architectural Concrete Finish: As approved by Architect.



- B. 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.
  - 1. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.
- C. Maintain uniformity of special finishes over construction joints unless otherwise indicated.

### **3.7 AS-CAST FORMED FINISHES**

- A. 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 defective areas. Remove fins and other projections exceeding 1/8 inch (3mm) in height. Do not apply rubbed finish to smooth-formed finish.

### **3.8 CONCRETE CURING**

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Begin curing immediately after removing forms from concrete. Cure according to ACI 308.1, by one or a combination of the following methods that will not mottle, discolor, or stain concrete:
  - 1. Curing Compound: Mist concrete surfaces with water. Apply curing compound 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.

### **3.9 FIELD QUALITY CONTROL**

- A. General: Comply with field quality-control requirements in Section 033000 "Cast-in-Place Concrete."

### **3.10 REPAIR, PROTECTION, AND CLEANING**

- A. Repair and cure damaged finished surfaces of cast-in-place architectural concrete when approved by Architect. Match repairs to color, texture, and uniformity of surrounding surfaces and to repairs on approved mockups.
  - 1. Remove and replace cast-in-place architectural concrete that cannot be repaired and cured to Architect's approval.
- B. Protect corners, edges, and surfaces of cast-in-place architectural concrete from damage; use guards and barricades.
- C. Protect cast-in-place architectural concrete from staining, laitance, and contamination during remainder of construction period.
- D. Clean cast-in-place architectural concrete surfaces after finish treatment to remove stains, markings, dust, and debris.

- E. Wash and rinse surfaces according to concrete finish applicator's written recommendations. Protect other work from staining or damage due to cleaning operations.
  - 1. Do not use cleaning materials or processes that could change the appearance of cast-in-place architectural concrete finishes.
- F. Caulk Joints to protect against sand and temperature induced heaving.

END OF SECTION 033300

042200 CONCRETE UNIT MASONRY

MASONRY

division **4**

**SAA**  
SANDERS ASSOCIATES ARCHITECTS

## SECTION 042200 - CONCRETE UNIT MASONRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Concrete masonry units.
  - 2. Steel reinforcing bars.

#### 1.2 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

#### 1.3 SUBMITTALS

- A. Material Certificates: For each type and size of product. For masonry units, include material test reports substantiating compliance with requirements.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
  - 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content.
  - 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
- C. Shop Drawings: For reinforcing steel. Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315. Show elevations of reinforced walls.

#### 1.4 FIELD CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

## PART 2 - PRODUCTS

### 2.1 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.

### 2.2 CONCRETE MASONRY UNITS

- A. CMUs: ASTM C 90.
  - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength as indicated on the Structural Drawings.
  - 2. Density Classification: Medium weight, unless otherwise indicated.

### 2.3 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Aggregate for Mortar: ASTM C 144.
  - 1. White-Mortar Aggregates: Natural white sand or crushed white stone.
  - 2. For joints less than 1/4 inch (6 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.
- E. Aggregate for Grout: ASTM C 404.
- F. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. BASF Corporation; Construction Systems.
    - b. Euclid Chemical Company (The); an RPM company.
    - c. Grace Construction Products; W.R. Grace & Co. -- Conn.
- G. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with

- H. Water: Potable.

## 2.4 REINFORCEMENT

- A. Uncoated-Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).

## 2.5 EMBEDDED FLASHING MATERIALS

- A. Flexible Flashing: Use **one of** the following unless otherwise indicated:
  - 1. EPDM Flashing: Sheet flashing product made from ethylene-propylene-diene terpolymer, complying with ASTM D 4637/D 4637M, 0.040 inch (1.0 mm) thick.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Carlisle Coatings & Waterproofing Inc.
      - 2) Firestone Specialty Products.
      - 3) Heckmann Building Products, Inc.
      - 4) Hohmann & Barnard, Inc.
- B. Solder and Sealants for Sheet Metal Flashings: As specified in Section 076200 "Sheet Metal Flashing and Trim."
- C. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

## 2.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226/D 226M, Type I (No. 15 asphalt felt).

## 2.7 MASONRY-CELL FILL

- A. Loose-Fill Insulation: Perlite complying with ASTM C 549, Type II (surface treated for water repellency and limited moisture absorption) or Type IV (surface treated for water repellency and to limit dust generation).
- B. Lightweight-Aggregate Fill: ASTM C 331/C 331M.

## 2.8 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

## 2.9 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
  - 2. Use portland cement-lime mortar unless otherwise indicated.
  - 3. For exterior masonry, use portland cement-lime mortar.
  - 4. For reinforced masonry, use portland cement-lime mortar.
  - 5. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.
  - 1. For masonry below grade or in contact with earth, use Type M.
  - 2. For reinforced masonry, use Type S.
  - 3. For mortar parge coats, use Type S
- D. Grout for Unit Masonry: Comply with ASTM C 476.
  - 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
  - 2. Proportion grout in accordance with ASTM C 476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi (14 MPa).
  - 3. Provide grout with a slump of 8 to 11 inches (200 to 280 mm) as measured according to ASTM C 143/C 143M.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

### 3.2 TOLERANCES

- A. Dimensions and Locations of Elements:
  - 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch (12 mm) or minus 1/4 inch (6 mm).
  - 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch (12 mm).

3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2-inch (12-mm) maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2-inch (12-mm) maximum.
3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2-inch (12-mm) maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2-inch (12-mm) maximum.
5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2-inch (12-mm) maximum.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).
2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch (9 mm) or minus 1/4 inch (6 mm).
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm).

### 3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- E. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.
- F. Fill cores in hollow CMUs with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

### 3.4 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:



1. Bed face shells in mortar and make head joints of depth equal to bed joints.
  2. Bed webs in mortar in all courses of piers, columns, and pilasters.
  3. Bed webs in mortar in grouted masonry, including starting course on footings.
  4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
- B. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- C. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

### 3.5 FLASHING

- A. General: Install embedded flashing at ledges and other obstructions to downward flow of water in wall where indicated.
- B. Install flashing as follows unless otherwise indicated:
1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
  2. At lintels, extend flashing a minimum of 6 inches (150 mm) into masonry at each end. At heads and sills, extend flashing 6 inches (150 mm) at ends and turn up not less than 2 inches (50 mm) to form end dams.
  3. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch (13 mm) back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
  4. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch (13 mm) back from outside face of wall, and adhere flexible flashing to top of metal flashing termination.
- C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.

### 3.6 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
  2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.

- B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
  - 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
  - 2. Limit height of vertical grout pours to not more than **60 inches** (1520 mm)

### 3.7 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
- B. Inspections: Special inspections according to Level **B** in TMS 402/ACI 530/ASCE 5.
  - 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
  - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
  - 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Testing Prior to Construction: One set of tests.
- D. Testing Frequency: One set of tests for each **5000 sq. ft. (464 sq. m)** of wall area or portion thereof.
- E. Clay Masonry Unit Test: For each type of unit provided, according to ASTM C 67 for compressive strength.
- F. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.
- G. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.
- H. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for mortar air content and compressive strength.
- I. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

### 3.8 PARGING

- A. Parge exterior faces of below-grade masonry walls, where indicated, in two uniform coats to a total thickness of 3/4 inch (19 mm). Dampen wall before applying first coat, and scarify first coat to ensure full bond to subsequent coat.
- B. Use a steel-trowel finish to produce a smooth, flat, dense surface with a maximum surface variation of 1/8 inch per foot (3 mm per 300 mm). Form a wash at top of parging and a cove at bottom.

- C. Damp-cure parging for at least 24 hours and protect parging until cured.

### 3.9 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
  - 2. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

### 3.10 MASONRY WASTE DISPOSAL

- A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
  - 1. Do not dispose of masonry waste as fill within 18 inches (450 mm) of finished grade.
- B. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.
- C. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042200

051200 STRUCTURAL STEEL FRAMING  
052100 STEEL JOIST FRAMING  
053100 STEEL DECKING  
054000 COLD FORMED METAL FRAMING  
055000 METAL FABRICATION

METALS

division 5

**SAA**  
SANDERS ASSOCIATES ARCHITECTS

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Structural steel.
2. Grout.

B. Related Requirements:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show fabrication of structural-steel components.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and fabricator.
- B. Welding certificates.
- C. Mill test reports for structural steel, including chemical and physical properties.
- D. Source quality-control reports.
- E. Field quality-control and special inspection reports.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.
- B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Comply with applicable provisions of the following specifications and documents:
  - 1. AISC 303.
  - 2. AISC 360.
  - 3. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: (As indicated in Structural Drawings).
- B. Channels, Angles: (As indicated in Structural Drawings).
- C. Plate and Bar: (As indicated in Structural Drawings).
- D. Cold-Formed Hollow Structural Sections: (As indicated in Structural Drawings).
- E. Steel Pipe: (As indicated in Structural Drawings).
- F. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: (As indicated in Structural Drawings).
  - 1. Direct-Tension Indicators: (As indicated in Structural Drawings). Compressible-washer type with plain finish.
- B. Zinc-Coated High-Strength Bolts, Nuts, and Washers: (As indicated in Structural Drawings).
  - 1. Finish: Hot dip or mechanically deposited zinc coating.
  - 2. Direct-Tension Indicators: (As indicated in Structural Drawings).
- C. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: (As indicated in Structural Drawings).
- D. Shear Connectors: (As indicated in Structural Drawings).
- E. Unheaded Anchor Rods: (As indicated in Structural Drawings).

1. Configuration: Straight.
2. Finish: Plain, except at exterior locations use Hot-dip zinc coating, ASTM A 153/A 153M, Class C.

F. Headed Anchor Rods: (As indicated in Structural Drawings). Straight.

1. Finish: Plain, except at exterior locations use Hot-dip zinc coating, ASTM A 153/A 153M, Class C.

G. Threaded Rods: (As indicated in Structural Drawings).

1. Finish: Plain, except at exterior locations use Hot-dip zinc coating, ASTM A 153/A 153M, Class C.

H. Clevises and Turnbuckles: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1035.

## 2.3 PRIMER

A. Primer: Comply with Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."

## 2.4 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

## 2.5 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.

B. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.

## 2.6 SHOP CONNECTIONS

A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.

1. Joint Type: (As indicated in Structural Drawings).

B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

## 2.7 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
  - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches (50 mm).
  - 2. Surfaces to be field welded.
  - 3. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
  - 4. Galvanized surfaces.
  - 5. Surfaces enclosed in interior construction.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
  - 1. SSPC-SP 2, "Hand Tool Cleaning."
  - 2. SSPC-SP 3, "Power Tool Cleaning."
  - 3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning." **(For all Exposed Steel)**
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of **1.5 mils (0.038 mm)**. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

## 2.8 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.
  - 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Bolted Connections: Inspect and test shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Visually inspect shop-welded connections according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
  - 1. Liquid Penetrant Inspection: ASTM E 165.
  - 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
  - 3. Ultrasonic Inspection: ASTM E 164.
  - 4. Radiographic Inspection: ASTM E 94.
- D. Prepare test and inspection reports.



## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Baseplates Bearing Plates and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
  - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
  - 2. Weld plate washers to top of baseplate.
  - 3. Snug-tighten, unless indicated to be pretensioned, anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
  - 4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

### 3.3 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: (As indicated in Structural Drawings).
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
  - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
  - 2. Remove backing bars or runoff tabs at exposed surfaces, back gouge, and grind steel smooth.
  - 3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," for mill material.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
  - 1. Verify structural-steel materials and inspect steel frame joint details.
  - 2. Verify weld materials and inspect welds.
  - 3. Verify connection materials and inspect high-strength bolted connections.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- C. Bolted Connections: Inspect and test bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.
  - 1. In addition to visual inspection, test and inspect field welds according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
    - a. Liquid Penetrant Inspection: ASTM E 165.
    - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
    - c. Ultrasonic Inspection: ASTM E 164.
    - d. Radiographic Inspection: ASTM E 94.

END OF SECTION 051200

SECTION 052100 - STEEL JOIST FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. K-series steel joists.
2. LH series long span steel joists
3. Joist accessories.

B. Related Requirements:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 ACTION SUBMITTALS

A. Product Data: For each type of joist, accessory, and product.

B. Shop Drawings:

1. Include layout, designation, number, type, location, and spacing of joists.
2. Include joining and anchorage details, bracing, bridging, and joist accessories; splice and connection locations and details; and attachments to other construction.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Manufacturer certificates.

C. Mill Certificates: For each type of bolt.

D. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: A manufacturer certified by SJI to manufacture joists complying with applicable standard specifications and load tables in SJI's "Specifications."

1. Manufacturer's responsibilities include providing professional engineering services for designing special joists to comply with performance requirements.

B. Welding Qualifications: Qualify field-welding procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle joists as recommended in SJI's "Specifications."

PART 2 - PRODUCTS

2.1 K-SERIES STEEL JOISTS

- A. Manufacture steel joists of type indicated according to "Standard Specifications for Open Web Steel Joists, K-Series" in SJI's "Specifications," with steel-angle top- and bottom-chord members, underslung ends, and parallel top chord.

2.2 LONG-SPAN STEEL JOISTS

- A. Manufacture steel joists according to "Standard Specification for Longspan Steel Joists, LH-Series" in SJI's "Specifications," with steel-angle top- and bottom-chord members; of joist type and end and top-chord arrangements as indicated.

2.3 PRIMERS

- A. Primer: SSPC-Paint 15, or manufacturer's standard shop primer complying with performance requirements in SSPC-Paint 15.
- B. Primer: **(Exposed Joist Locations):** Provide shop primer that complies with Section 099123 "Interior Painting."

2.4 JOIST ACCESSORIES

- A. Bridging: Provide bridging anchors and number of rows of horizontal or diagonal bridging of material, size, and type required by SJI's "Specifications" for type of joist, chord size, spacing, and span. Furnish additional erection bridging if required for stability.
- B. Carbon-Steel Bolts and Threaded Fasteners: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), carbon-steel, hex-head bolts and threaded fasteners; carbon-steel nuts; and flat, unhardened steel washers.
  - 1. Finish: Plain, uncoated or Hot-dip zinc coating, ASTM A 153/A 153M, Class C.
- C. High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy hex steel structural bolts; ASTM A 563 (ASTM A 563M) heavy hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M) hardened carbon-steel washers.
  - 1. Finish: Plain or Hot-dip zinc coating, ASTM A 153/A 153M, Class C.
- D. Furnish miscellaneous accessories including splice plates and bolts required by joist manufacturer to complete joist assembly.

## 2.5 CLEANING AND SHOP PAINTING

- A. Clean and remove loose scale, heavy rust, and other foreign materials from fabricated joists and accessories.
- B. Apply one coat of shop primer to joists and joist accessories.
- C. Shop priming of Exposed joists and joist accessories is specified in Section 099123 "Interior Painting."

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Do not install joists until supporting construction is in place and secured.
- B. Install joists and accessories plumb, square, and true to line; securely fasten to supporting construction according to SJI's "Specifications," joist manufacturer's written recommendations, and requirements in this Section.
  - 1. Before installation, splice joists delivered to Project site in more than one piece.
  - 2. Space, adjust, and align joists accurately in location before permanently fastening.
  - 3. Install temporary bracing and erection bridging, connections, and anchors to ensure that joists are stabilized during construction.
- C. Field weld joists to supporting steel bearing plates and framework. Coordinate welding sequence and procedure with placement of joists. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
- D. Bolt joists to supporting steel framework using carbon-steel bolts.
- E. Bolt joists to supporting steel framework using high-strength structural bolts. Comply with Research Council on Structural Connection's "Specification for Structural Joints Using ASTM A 325 or ASTM A 490 Bolts" for high-strength structural bolt installation and tightening requirements.
- F. Install and connect bridging concurrently with joist erection, before construction loads are applied. Anchor ends of bridging lines at top and bottom chords if terminating at walls or beams.

### 3.2 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds and bolted connections and to perform field tests and inspections and prepare test and inspection reports.
- B. Visually inspect field welds according to AWS D1.1/D1.1M.
- C. Visually inspect bolted connections.
- D. Prepare test and inspection reports.

END OF SECTION 052100

SECTION 053100 - STEEL DECKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roof deck.
2. Composite floor deck.
3. Noncomposite form deck.

B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 SUBMITTALS

A. Product Data: For each type of deck, accessory, and product indicated.

B. Shop Drawings:

1. Include layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.

C. Welding certificates.

D. Product Certificates: For each type of steel deck.

E. Evaluation reports.

F. Field quality-control reports.

1.3 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."

## 2.2 ROOF DECK

- A. Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 31, and with the following:
1. Galvanized and Shop-Primed Steel Sheet: ASTM A 653/653M, Structural Steel (SS), Grade 50 (340), G60 (Z180) zinc coating; cleaned, pretreated, and primed with manufacturer's standard gray baked on, rust-inhibitive primer.
    - a. Location as indicated in Structural Drawings.
  2. Deck Profile: As indicated in Structural Drawings.
  3. Profile Depth: As indicated in Structural Drawings.
  4. Design Uncoated-Steel Thickness: As indicated in Structural Drawings.

## 2.3 COMPOSITE FLOOR DECK

- A. Composite Floor Deck: Fabricate panels, with integrally embossed or raised pattern ribs and interlocking side laps, to comply with "SDI Specifications and Commentary for Composite Steel Floor Deck," in SDI Publication No. 31, with the minimum section properties indicated, and with the following:
1. Prime-Painted Steel Sheet: ASTM A 1008/A 1008M, Structural Steel (SS), Grade 50 (340) minimum, with top surface phosphatized and unpainted and underside surface shop primed with manufacturers' standard gray baked-on, rust-inhibitive primer.
  2. Galvanized and Shop-Primed Steel Sheet: ASTM A 653/653M, Structural Steel (SS), Grade 50 (340), G60 (Z180) zinc coating; with unpainted top surface and cleaned, pretreated bottom surface primed with manufacturer's standard gray baked on, rust-inhibitive primer.
    - a. Color: Manufacturer's standard
    - b. Location as indicated in Structural Drawings.
  3. Profile Depth: As indicated in Structural Drawings.
  4. Design Uncoated-Steel Thickness: As indicated in Structural Drawings.

## 2.4 NONCOMPOSITE FORM DECK

- A. Noncomposite Form Deck: Fabricate ribbed-steel sheet noncomposite form-deck panels to comply with "SDI Specifications and Commentary for Noncomposite Steel Form Deck," in SDI Publication No. 31, with the minimum section properties indicated, and with the following:
1. Prime-Painted Steel Sheet: ASTM A 1008/A 1008M, Structural Steel (SS), with underside surface shop primed with manufacturer's standard baked-on, rust-inhibitive primer.
    - a. Color: Gray.
  2. Profile Depth: As indicated.

3. Design Uncoated-Steel Thickness: As indicated per deck profile.

## 2.5 ACCESSORIES

- A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
- C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 (4.8-mm) minimum diameter.
- D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.
- E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi (230 MPa), not less than 0.0359-inch (0.91-mm) design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- F. Flat Sump Plates: Single-piece steel sheet, 0.0747 inch (1.90 mm) thick, of same material and finish as deck. For drains, cut holes in the field.
- G. Galvanizing Repair Paint: ASTM A 780/A 780M or SSPC-Paint 20 or MIL-P-21035B, with dry film containing a minimum of 94 percent zinc dust by weight.
- H. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 31, manufacturer's written instructions, and requirements in this Section.
- B. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- C. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- D. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
- E. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.
- F. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.
- G. Roof Sump Pans and Sump Plates: Install over openings provided in roof deck and weld or mechanically fasten flanges to top of deck. Space welds or mechanical fasteners not more than 12 inches (305 mm) apart with at least one weld or fastener at each corner.



1. Install reinforcing channels or zees in ribs to span between supports and weld.
- H. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. Weld or mechanically fasten to substrate to provide a complete deck installation.
  1. Weld cover plates at changes in direction of roof-deck panels unless otherwise indicated.
- I. Pour Stops and Girder Fillers: Weld steel sheet pour stops and girder fillers to supporting structure according to SDI recommendations unless otherwise indicated.
- J. Floor-Deck Closures: Weld steel sheet column closures, cell closures, and Z-closures to deck, according to SDI recommendations, to provide tight-fitting closures at open ends of ribs and sides of deck.

### **3.2 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Field welds will be subject to inspection.
- C. Prepare test and inspection reports.

### **3.3 PROTECTION**

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780/A 780M and manufacturer's written instructions.
- B. Repair Painting: Wire brush and clean rust spots, welds, and abraded areas on prime-painted deck immediately after installation, and apply repair paint.

**END OF SECTION 053100**

SECTION 054000 - COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
  - 1. Exterior non-load-bearing wall framing.
  - 2. Interior non-load-bearing wall framing exceeding height limitations of standard, nonstructural metal framing.
- B. Related Sections:
  - 1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 SUBMITTALS

- A. Product Data: For each type of product and accessory indicated.
- B. Qualification data.
- C. Welding certificates.
- D. Product test reports.
- E. Research/evaluation reports.

1.3 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.
- B. Product Tests: Mill certificates or data from a qualified independent testing agency.
- C. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
  - 2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
- D. Comply with AISI S230 "Standard for Cold-Formed Steel Framing - Prescriptive Method

## PART 2 - PRODUCTS

### 2.1 MATERIALS

### 2.2 PERFORMANCE REQUIREMENTS

- A. Cold-Formed Steel Framing Standards: Unless more stringent requirements are indicated, framing shall comply with AISI S100, AISI S200, and the following:
  - 1. Wall Studs: AISI S211.
  - 2. Headers: AISI S212.
  - 3. Lateral Design: AISI S213.
- B. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

### 2.3 COLD-FORMED STEEL FRAMING MATERIALS

- A. Steel Sheet: ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of grade and coating designation as follows:
  - 1. Grade: **As required by structural performance.**
  - 2. Coating: G60 (Z180)
- B. Steel Sheet for Vertical Deflection or Drift Clips: ASTM A 653/A 653M, structural steel, zinc coated, of grade and coating as follows:
  - 1. Grade: **Class 1, As required by structural performance.**
  - 2. Coating: G60 (Z180)

### 2.4 EXTERIOR NON-LOAD-BEARING WALL FRAMING

- A. Steel Studs: Steel Stud Manufacturer's Association (SSMA) standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
  - 1. Minimum Base-Metal Thickness: As indicated in Structural Drawings.
  - 2. Flange Width: As indicated in Structural Drawings.
  - 3. Section Properties: As per SSMA minimum standard section properties for cold-formed metal framing designations shown on Structural Drawings.
- B. Steel Track: SSMA standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and matching minimum base-metal thickness of steel studs.
- C. Vertical Deflection Clips: Manufacturer's standard bypass and head clips, capable of accommodating upward and downward vertical displacement of primary structure through positive mechanical attachment to stud web.
- D. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to the primary structure.

- E. Double Deflection Tracks: Manufacturer's double, deep-leg, U-shaped steel tracks, consisting of nested inner and outer tracks; unpunched, with unstiffened flanges.
- F. Drift Clips: Manufacturer's standard bypass or head clips, capable of isolating wall stud from upward and downward vertical displacement and lateral drift of primary structure through positive mechanical attachment to stud web and structure.

## **2.5 INTERIOR NON-LOAD-BEARING WALL FRAMING**

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
  - 1. Minimum Base-Metal Thickness: as indicated in architectural drawings.
  - 2. Flange Width: min. 1-5/8 inches (41 mm)
  - 3. Section Properties: as indicated in architectural drawings.
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and matching minimum base-metal thickness of steel studs.
- C. Vertical Deflection Clips: Manufacturer's standard clips, capable of accommodating upward and downward vertical displacement of primary structure through positive mechanical attachment to stud web.
- D. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to the primary structure.
- E. Double Deflection Tracks: Manufacturer's double, deep-leg, U-shaped steel tracks, consisting of nested inner and outer tracks; unpunched, with unstiffened flanges.
- F. Drift Clips: Manufacturer's standard bypass or head clips, capable of isolating wall stud from upward and downward vertical displacement and lateral drift of primary structure through positive mechanical attachment to stud web and structure.

## **2.6 FRAMING ACCESSORIES**

- A. Fabricate steel-framing accessories from ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated steel sheet, of same grade and coating designation used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated.

## **2.7 ANCHORS, CLIPS, AND FASTENERS**

- A. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
- B. Anchor Bolts: ASTM F 1554, Grade 36, threaded carbon-steel hex-headed bolts, carbon-steel nuts, and flat, hardened-steel washers; zinc coated by hot-dip process according to ASTM A 153/A 153M, Class C.

- C. Post-Installed Anchors: Fastener systems with bolts of same basic metal as fastened metal, if visible, unless otherwise indicated; with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on approved ICC report as appropriate for the substrate.
  - 1. Uses: Securing cold-formed steel framing to structure.
  - 2. Type: Torque-controlled expansion anchor or adhesive anchor.
  - 3. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.
  - 4. Material for Exterior or Interior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) or Group 2 (A4) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).
- D. Power-Actuated Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- E. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screws.
  - 1. Head Type: Low-profile head beneath sheathing; manufacturer's standard elsewhere.

## 2.8 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: SSPC-Paint 20 or ASTM A 780/A.
- B. Cement Grout: Portland cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- C. Shims: Load bearing, high-density multimonomer plastic, nonleaching.
- D. Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to match width of bottom track or rim track members.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Install load bearing shims or grout between the underside of wall bottom track or rim track and the top of foundation wall or slab at stud or joist locations to ensure a uniform bearing surface on supporting concrete or masonry construction.
- B. Install sealer gaskets to isolate the underside of wall bottom track or rim track and the top of foundation wall or slab at stud or joist locations.

### 3.2 INSTALLATION, GENERAL

- A. Install cold-formed metal framing according to AISI's "Standard for Cold-Formed Steel Framing - General Provisions" and to manufacturer's written instructions unless more stringent requirements are indicated.
- B. Install cold-formed metal framing and accessories plumb, square, and true to line, and with connections securely fastened.
- C. Install framing members in one-piece lengths.
- D. Install temporary bracing and supports to secure framing and support loads comparable in intensity to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
- E. Do not bridge building expansion and control joints with cold-formed metal framing. Independently frame both sides of joints.
- F. Install insulation, specified in Section 072100 "Thermal Insulation," in built-up exterior framing members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work.
- G. Fasten hole reinforcing plate over web penetrations that exceed size of manufacturer's standard punched openings.
- H. Erection Tolerances: Install cold-formed metal framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet (1:960) and as follows:
  - 1. Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

### 3.3 EXTERIOR NON-LOAD-BEARING WALL INSTALLATION

- A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.
- B. Fasten both flanges of studs to **top and** bottom track unless otherwise indicated. Space studs as follows:
  - 1. Stud Spacing: As indicated on Structural Drawings.
- C. Set studs plumb, except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.
- D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.
  - 1. Install single deep-leg deflection tracks and anchor to building structure.
  - 2. Install double deep-leg deflection tracks and anchor outer track to building structure.
  - 3. Connect vertical deflection clips to bypassing and infill studs and anchor to building structure as indicated.

4. Connect drift clips to cold-formed steel framing and anchor to building structure.
- E. Install horizontal bridging in wall studs, spaced vertically in rows indicated but not more than 48 inches (1220 mm) apart. Fasten at each stud intersection.
  1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs.
  2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
  3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.
- F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 12 inches (305 mm) of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.
  1. Install solid blocking at 96-inch (2440-mm) centers.
- G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

### 3.4 JOIST INSTALLATION

- A. Install perimeter joist track sized to match joists. Align and securely anchor or fasten track to supporting structure at corners, ends, and spacings indicated on Shop Drawings.
- B. Install joists bearing on supporting frame, level, straight, and plumb; adjust to final position, brace, and reinforce. Fasten joists to both flanges of joist track.
  1. Install joists over supporting frame with a minimum end bearing of 1-1/2 inches (38 mm).
  2. Reinforce ends and bearing points of joists with web stiffeners, end clips, joist hangers, steel clip angles, or steel-stud sections as indicated on Shop Drawings.
- C. Space joists not more than 2 inches (51 mm) from abutting walls, and as follows:
  1. Joist Spacing: As shown on plans.
- D. Frame openings with built-up joist headers consisting of joist and joist track, nesting joists, or another combination of connected joists if indicated.
- E. Install joist reinforcement at interior supports with single, short length of joist section located directly over interior support, with lapped joists of equal length to joist reinforcement, or as indicated.
  1. Install web stiffeners to transfer axial loads of walls above.
- F. Install bridging at intervals indicated. Fasten bridging at each joist intersection as follows:
  1. Bridging: Joist-track solid blocking of width and thickness indicated, secured to joist webs.

2. Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and joist-track solid blocking of width and thickness indicated. Fasten flat straps to bottom flange of joists and secure solid blocking to joist webs.
- G. Secure joists to load-bearing interior walls to prevent lateral movement of bottom flange.
- H. Install miscellaneous joist framing and connections, including web stiffeners, closure pieces, clip angles, continuous angles, hold-down angles, anchors, and fasteners, to provide a complete and stable joist-framing assembly.

### 3.5 INTERIOR NON-LOAD-BEARING WALL INSTALLATION

- A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.
- B. Fasten both flanges of studs to **top and** bottom track unless otherwise indicated. Space studs as follows:
  1. Stud Spacing: **As indicated on Drawings.**
- C. Set studs plumb, except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.
- D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.
  1. Install single deep-leg deflection tracks and anchor to building structure.
  2. Install double deep-leg deflection tracks and anchor outer track to building structure.
  3. Connect vertical deflection clips to studs and anchor to building structure.
  4. Connect drift clips to cold-formed steel metal framing and anchor to building structure.
- E. Install horizontal bridging in wall studs, spaced vertically in rows indicated but not more than 48 inches (1220 mm) apart. Fasten at each stud intersection.
  1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs.
  2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
  3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.
- F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within **18 inches (450 mm)** of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.
  1. Install solid blocking at 96-inch (2440-mm) centers
- G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.



3.6 ERECTION TOLERANCES

- A. Install cold-formed steel framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet (1:960) and as follows:
  - 1. Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

3.7 FIELD QUALITY CONTROL

- A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field and shop welds will be subject to testing and inspecting.
- C. Testing agency will report test results promptly and in writing to Contractor and Architect.
- D. Remove and replace work where test results indicate that it does not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.8 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed metal framing with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer that ensure that cold-formed metal framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION 054000

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Miscellaneous steel framing and supports.
2. Shelf angles.
3. Miscellaneous steel trim.
4. Metal Ladders **(This is to be included within Package III)**
5. Metal bollards. **(This is to be included within Package III)**
6. Loose bearing and leveling plates.

B. Products furnished, but not installed, under this Section include the following:

1. Loose steel lintels.
2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.

C. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
- B. Samples for Verification: For each type and finish of extruded [nosing] [and] [tread].

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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 A 36/A 36M.
- C. Steel Tubing: ASTM A 500/A 500M, cold-formed steel tubing.

- D. Steel Pipe: ASTM A 53/A 53M, Standard Weight (Schedule 40) unless otherwise indicated.
- E. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.
  - 1. Size of Channels: 1-5/8 by 1-5/8 inches (41 by 41 mm) or as indicated.
  - 2. Material: Galvanized steel, ASTM A 653/A 653M, commercial steel, Type B with G90 (Z275) coating; 0.064-inch (1.6-mm) nominal thickness.

## **2.3 FASTENERS**

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
- B. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
  - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.
  - 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

## **2.4 MISCELLANEOUS MATERIALS**

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- B. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- C. 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 (20 MPa).

## **2.5 FABRICATION, GENERAL**

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.
- C. 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.

- D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.
- E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

## 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.

## 2.7 SHELF ANGLES

- A. Fabricate shelf angles from steel angles of sizes indicated and for attachment to concrete framing. Provide horizontally slotted holes to receive 3/4-inch (19-mm) bolts, spaced not more than 6 inches (150 mm) from ends and 24 inches (600 mm) o.c., unless otherwise indicated.
- B. For cavity walls, provide vertical channel brackets to support angles from backup masonry and concrete.
- C. Galvanize shelf angles located in exterior walls.
- D. Prime shelf angles located in exterior walls with zinc-rich primer.
- E. Furnish wedge-type concrete inserts, complete with fasteners, to attach shelf angles to cast-in-place concrete.

## 2.8 METAL LADDERS (This is to be included within Package III)

- A. General:
  - 1. Comply with ANSI A14.3
- B. Steel Ladders:
  - 1. Space siderails 18 inches (457 mm) apart unless otherwise indicated.
  - 2. Siderails: Continuous, 1/2-by-2-1/2-inch (12.7-by-64-mm) steel flat bars, with eased edges.
  - 3. Rungs: 3/4-inch- (19-mm-) diameter steel bars.
  - 4. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
  - 5. Provide nonslip surfaces on top of each rung.
  - 6. Prime ladders, including brackets and fasteners, with primer specified in Section 9

2.9 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
- C. Galvanize exterior miscellaneous steel trim.
- D. Prime exterior miscellaneous steel trim with zinc-rich primer.

2.10 METAL BOLLARDS **(This is to be included within Package III)**

- A. Fabricate metal bollards from Schedule 40 steel pipe 1/4-inch (6.4-mm) wall-thickness steel shapes, as indicated.
  - 1. Cap bollards with 1/4-inch- (6.4-mm-) thick steel plate.
- B. Fabricate bollards with 3/8-inch- (9.5-mm-) thick steel baseplates for bolting to concrete slab. Drill baseplates at all four corners for 3/4-inch (19-mm) anchor bolts.
- C. Prime bollards with zinc-rich primer.

2.11 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

2.12 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.
- B. Galvanize loose steel lintels located in exterior walls.
- C. Prime loose steel lintels located in exterior walls with zinc-rich primer.

2.13 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.

2.14 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.

2.15 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
- B. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
  - 1. Shop prime with universal shop primer unless zinc-rich primer is indicated.
- C. 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 099600 "High-Performance Coatings": SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  - 4. Other Items: SSPC-SP 3, "Power Tool Cleaning."
- D. 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.

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.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLING METAL BOLLARDS

- A. Fill metal-capped bollards solidly with concrete and allow concrete to cure seven days before installing.
- B. Anchor bollards to existing construction with expansion anchors. Provide four 3/4-inch (19-mm) bolts at each bollard unless otherwise indicated.

3.3 INSTALLING BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with nonshrink grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 055000

061000 ROUGH CARPENTRY  
061600 SHEATHING  
061601 GYPSUM SHEATHING  
061753 SHOP FABRICATED WOOD TRUSSES

# WOODS, PLASTICS, & COMPOSITES

division **6**

**SAA**  
SANDERS ASSOCIATES ARCHITECTS



SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Framing with engineered wood products.
3. Shear wall panels.
4. Rooftop equipment bases and support curbs.
5. Wood blocking, cants, and nailers.
6. Wood furring and grounds.
7. Wood sleepers.
8. Plywood backing panels.

B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**
2. Division 061600 "Panel Sheathing."

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
- B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- C. Evaluation Reports: For the following, from ICC-ES:
1. Wood-preservative-treated wood.
  2. Fire-retardant-treated wood.
  3. Engineered wood products.
  4. Shear panels.
  5. Power-driven fasteners.
  6. Post-installed anchors.
  7. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC

Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

C. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.

1. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

## 2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPAC U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
4. Wood framing members that are less than 18 inches (460 mm) above the ground in crawlspaces or unexcavated areas.
5. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
  - 1. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
  - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
- C. Kiln-dry lumber after treatment to maximum moisture content of 19 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- E. Application: Treat items indicated on Drawings, and the following:
  - 1. Plywood backing panels.

## 2.4 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade.
  - 1. Application: Interior partitions not indicated as load bearing.
  - 2. Species:
    - a. Hem-fir (north); NLGA
    - b. Spruce pine fir; NLFA
    - c. Hem-fir; WCLIB, or WWPA.
    - d. Spruce pine fir (south); NLMA, WCLIB, or WWPA
    - e. Northern species; NLGA.
    - f. Western woods; WCLIB or WWPA.
- B. Framing Other Than Non-Load-Bearing Partitions: No. 2 grade.
  - 1. Application: Framing other than interior partitions not indicated as load bearing.
  - 2. Species:
    - a. Hem-fir (north); NLGA.
    - b. Douglas fir-larch; WCLIB or WWPA.
    - c. Douglas fir-south; WWPA.
    - d. Hem-fir; WCLIB or WWPA.
    - e. Douglas fir-larch (north); NLGA.
- C. Exposed Framing: Hand-select material for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.
  - 1. Species and Grade: As indicated above for load-bearing construction of same type.

## 2.5 ENGINEERED WOOD PRODUCTS

- A. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559.
  - 1. Extreme Fiber Stress in Bending, Edgewise: 2600 psi (17.9 MPa) for 12-inch nominal- (286-mm actual-) depth members.
  - 2. Modulus of Elasticity, Edgewise: 2,000,000 psi (13 700 MPa).

## 2.6 SHEAR WALL PANELS

- A. Wood-Framed Shear Wall Panels: Prefabricated assembly consisting of wood perimeter framing, tie downs, and Exposure I, Structural I plywood or OSB sheathing.
- B. Steel-Framed Shear Wall Panels: Prefabricated assembly consisting of cold-formed galvanized-steel panel, steel top and bottom plates, and wood studs.
- C. Allowable design loads, as published by manufacturer, shall meet or exceed those of basis-of-design products. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

## 2.7 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Rooftop equipment bases and support curbs.
  - 4. Cants.
  - 5. Furring.
  - 6. Grounds.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.
- C. Concealed Boards: 15 percent maximum moisture content and any of the following species and grades:
  - 1. Mixed southern pine or southern pine; No.2 grade; SPIB.
  - 2. Eastern softwoods; No. 2 Common grade; NeLMA.
  - 3. Northern species; No. 2 Common grade; NLGA.
  - 4. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.

## 2.8 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch (19-mm) nominal thickness.

## 2.9 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M] [of Type 304 stainless steel.
- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- C. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, ICC-ES AC58, ICC-ES AC193 or ICC-ES AC308 as appropriate for the substrate.

## 2.10 METAL FRAMING ANCHORS

- A. Allowable design loads, as published by manufacturer, shall meet or exceed those of basis-of-design products. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.
- B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.
  - 1. Use for interior locations unless otherwise indicated.
- C. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick.
  - 1. Use for wood-preservative-treated lumber and where indicated.

## 2.11 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).
- C. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
  - 1. Adhesives shall have a VOC content of 70 g/L or less when calculated according to 40CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction; scribe and cope as needed for Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- D. Install shear wall panels to comply with manufacturer's written instructions.
- E. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- H. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
  - 2. ICC-ES evaluation report for fastener.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes [wet] wet enough that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 061600 - SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wall sheathing.
2. Roof sheathing.
3. Parapet sheathing.

B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section**
2. Section 061000 "Rough Carpentry," for fire rated plywood backer panels.
3. Section 061601 "Gypsum Panel Sheathing" for glass-mat gypsum sheathing for wall applications.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

PART 2 - PRODUCTS

2.1 WALL SHEATHING

- A. Plywood Sheathing: Either DOC PS 1 or DOC PS 2, Exterior, Structural I sheathing.
- B. Oriented-Strand-Board Sheathing: DOC PS 2, Exposure 1, Structural I sheathing.

2.2 ROOF SHEATHING

- A. Plywood Sheathing: Either DOC PS 1 or DOC PS 2, Exterior, Structural I sheathing.
- B. Oriented-Strand-Board Sheathing: DOC PS 2, Exposure 1, Structural I sheathing.

2.3 PARAPET SHEATHING

- A. Plywood Sheathing: Either DOC PS 1 or DOC PS 2, Exterior, Structural I sheathing.
- B. Oriented-Strand-Board Sheathing: DOC PS 2, Exposure 1, Structural I sheathing.

## 2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. For roof, parapet and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

## 2.5 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
  - 2. ICC-ES evaluation report for fastener.
- D. Coordinate wall, parapet and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

### 3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
  - 1. Wall and Roof Sheathing:
    - a. Nail to wood framing. Apply a continuous bead of glue to framing members at edges of wall sheathing panels.
    - b. Screw to cold-formed metal framing.
    - c. Space panels 1/8 inch (3 mm) apart at edges and ends.

END OF SECTION 061600



SECTION 061601 – GYPSUM PANEL SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Glass-mat gypsum sheathing board for wall applications.

B. Related Sections include the following:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**
2. Division 6 Section "Rough Carpentry" for blocking.
3. Division 7 Section for Air Barrier applied to face of sheathing.
4. Division 7 Section "Sheet Metal Flashing and Trim for flashing installed with gypsum sheathing.
5. Division 7 Section "Joint Sealants for sealants applied with gypsum sheathing.
6. Division 9 Section "Gypsum Board Assemblies" for steel framing, interior gypsum, exterior soffits and panels incorporated into assemblies with gypsum sheathing on the exterior.

1.2 DEFINITIONS

- A. Gypsum Board Construction Terminology Standard: Refer to ASTM C 11 for definitions of terms for gypsum sheathing board construction not defined in this Section or in other referenced standards.

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
1. Fire-Resistance Ratings: Indicated by design designations from **UL's "Fire Resistance Directory."**
- B. Sheathing Performance: Must allow for installation of Air Barrier without adversely affecting warranty.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, or other causes. Stack sheathing flat on leveled supports off the ground, under cover, and fully protected from weather.

1.6 COORDINATION

- A. Glass-Mat Gypsum Sheathing Board:
  - 1. Do not leave exposed to weather for more than 180 days.

PART 2 - PRODUCTS

Manufacturers and products listed in SpecAgent and Masterworks Paragraph Builder are neither recommended nor endorsed by the AIA or ARCOM. Before inserting names, verify that manufacturers products listed there comply with requirements retained or revised in descriptions and are both available and suitable for the intended applications. For definitions of terms and requirements for Contractor's product selection, see Section 016000 "Product Requirements."

2.1 GYPSUM SHEATHING

- A. Glass-Mat Gypsum Sheathing Board: ASTM C 1177/C 1177M.
  - 1. Product: Subject to compliance with requirements, provide one of the following:
    - a. "Dens-Glass Gold" by G-P Gypsum Corporation.
    - b. "GlasRoc" Gypsum Sheathing by Certainteed
  - 2. Type and Thickness: Type X, 5/8 inch (15.9 mm) thick.
  - 3. Size: 48 by 96 inches (1219 by 2438 mm) for vertical installation.

2.2 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIALS

- A. Silicone Emulsion Sealant: ASTM C 834, compatible with sheathing tape and sheathing, recommended by tape and sheathing manufacturers for use with glass-fiber sheathing tape and for covering exposed fasteners.
  - 1. Glass-Fiber Sheathing Tape: Self-adhering glass-fiber tape, minimum 2 inches (50 mm) wide, 10 by 10 or 10 by 20 threads/inch (390 by 390 or 390 by 780 threads/m), of type recommended by sheathing and tape manufacturers for use with silicone emulsion sealant in sealing joints in glass-mat gypsum sheathing board and with a history of successful in-service use.

2.3 MISCELLANEOUS MATERIALS

- A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, rubberized- asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than **0.025 inch (0.6 mm)**.

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. Carlisle Coatings & Waterproofing; CCW-705-TWF Thru-Wall Flashing.
  - b. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Vycor V40 Weather Barrier Strips.
  - c. MFM Building Products Corp.; Window Wrap.
  - d. Polyguard Products, Inc.; Polyguard 300.
  - e. Protecto Wrap Company; BT-20 XL.
- B. Primer for Flexible Flashing: Product recommended by manufacturer of flexible flashing for substrate.
- C. Fasteners: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing board to be attached, with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.
- D. For steel framing from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick, attach sheathing with drill screws complying with ASTM C 954.

## PART 3 - EXECUTION

### 3.1 GYPSUM SHEATHING INSTALLATION

- A. Comply with GA-253 and manufacturer's written instructions.
- B. Cut boards at penetrations, edges, and other obstructions of work; fit tightly against abutting construction, unless otherwise indicated.
  1. Install boards with a 3/8-inch (9-mm) setback where non-load-bearing construction abuts structural elements.
  2. Install boards with a 1/4-inch (6.4-mm) setback where they abut masonry or similar materials that might retain moisture, to prevent wicking.
- C. Coordinate sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed exterior wall assembly.
- D. Apply fasteners so screw heads bear tightly against face of sheathing boards but do not cut into facing.
- E. Do not bridge building expansion joints with sheathing; cut and space edges to match spacing of structural support elements.
- F. Horizontal Installation: Install sheathing with V-grooved edge down and tongue edge up. Interlock tongue with groove to bring long edges in contact with edges of adjacent boards without forcing. Abut ends of boards over centers of stud flanges, and stagger end joints of adjacent boards not less than one stud spacing. Screw-attach boards at perimeter and within field of board to each steel stud.

1. Space fasteners approximately 8 inches (200 mm) o.c. and set back a minimum of 3/8 inch (9 mm) from edges and ends of boards.

### 3.2 SHEATHING JOINT-AND-PENETRATION TREATMENT

Retain paragraph below if joints are sealed in lieu of using a water-resistive barrier; verify requirements of authorities having jurisdiction.

- A. Seal sheathing joints according to sheathing manufacturer's written instructions.

Retain one of two subparagraphs below if sealant is used with gypsum sheathing; coordinate with products retained in Part 2. First subparagraph is suitable for paper-surfaced or glass-mat gypsum sheathing. Second subparagraph is suitable for glass-mat gypsum sheathing.

1. Apply elastomeric sealant to joints and fasteners and trowel flat. Apply sufficient amount of sealant to completely cover joints and fasteners after troweling. Seal other penetrations and openings.

END OF SECTION 061600

SECTION 061753 - SHOP-FABRICATED WOOD TRUSSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood roof trusses.

B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 ACTION SUBMITTALS

A. Product Data: For metal-plate connectors, metal truss accessories, and fasteners.

B. Shop Drawings: Show fabrication and installation details for trusses.

1. Show location, pitch, span, camber, configuration, and spacing for each type of truss required.
2. Indicate sizes, stress grades, and species of lumber.
3. Indicate locations of permanent bracing required to prevent buckling of individual truss members due to design loads.
4. Indicate locations, sizes, and materials for permanent bracing required to prevent buckling of individual truss members due to design loads.
5. Indicate type, size, material, finish, design values, orientation, and location of metal connector plates.
6. Show splice details and bearing details.

C. Delegated-Design Submittal: For metal-plate-connected wood trusses indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 INFORMATIONAL SUBMITTALS

A. Product Certificates: For metal-plate-connected wood trusses, signed by officer of truss-fabricating firm.

B. Evaluation Reports: For the following, from ICC-ES:

1. Metal-plate connectors.
2. Metal truss accessories.

#### 1.4 QUALITY ASSURANCE

- A. Metal Connector-Plate Manufacturer Qualifications: A manufacturer that is a member of TPI and that complies with quality-control procedures in TPI 1 for manufacture of connector plates.
  - 1. Manufacturer's responsibilities include providing professional engineering services needed to assume engineering responsibility.
  - 2. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
- B. Fabricator Qualifications: Shop that participates in a recognized quality-assurance program, complies with quality-control procedures in TPI 1.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store trusses to comply with recommendations in SBCA BCSI, "Building Component Safety Information: Guide to Good Practice for Handling, Installing, Restraining, & Bracing Metal Plate Connected Wood Trusses."

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design metal-plate-connected wood trusses.
- B. Structural Performance: Metal-plate-connected wood trusses shall be capable of withstanding design loads within limits and under conditions indicated. Comply with requirements in TPI 1.
- C. Comply with applicable requirements and recommendations of TPI 1, TPI DSB, and SBCA BCSI.
- D. Wood Structural Design Standard: Comply with applicable requirements in AF&PA's "National Design Specifications for Wood Construction" and its "Supplement."

#### 2.2 DIMENSION LUMBER

- A. Lumber: DOC PS 20 and applicable rules of any rules-writing agency certified by the American Lumber Standard Committee (ALSC) Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Provide dry lumber with **15** percent maximum moisture content at time of dressing.
- B. Permanent Bracing: Provide wood bracing that complies with requirements for miscellaneous lumber in Section 061000 "Rough Carpentry."

#### 2.3 METAL CONNECTOR PLATES

- A. General: Fabricate connector plates to comply with TPI 1.

- B. Hot-Dip Galvanized-Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G60 (Z180) coating designation; and not less than 0.036 inch (0.9 mm) thick.

## 2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Provide fasteners for use with metal framing anchors that comply with written recommendations of metal framing manufacturer.
  - 2. Where trusses are exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.

## 2.5 METAL FRAMING ANCHORS AND ACCESSORIES

- A. Allowable design loads, as published by manufacturer, shall comply with or exceed those [indicated] [of basis-of-design products] [of products of manufacturers listed]. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.
- B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.

## 2.6 FABRICATION

- A. Assemble truss members in design configuration indicated; use jigs or other means to ensure uniformity and accuracy of assembly, with joints closely fitted to comply with tolerances in TPI 1. Position members to produce design camber indicated.
  - 1. Fabricate wood trusses within manufacturing tolerances in TPI 1.
- B. Connect truss members by metal connector plates located and securely embedded simultaneously in both sides of wood members by air or hydraulic press.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install wood trusses only after supporting construction is in place and is braced and secured.
- B. If trusses are delivered to Project site in more than one piece, assemble trusses before installing.

- C. Hoist trusses in place by lifting equipment suited to sizes and types of trusses required, exercising care not to damage truss members or joints by out-of-plane bending or other causes.
- D. Install and brace trusses according to TPI recommendations and as indicated.
- E. Anchor trusses securely at bearing points; use metal truss tie-downs or floor truss hangers as applicable. Install fasteners through each fastener hole in metal framing anchors according to manufacturer's fastening schedules and written instructions.
- F. Install and fasten permanent bracing during truss erection and before construction loads are applied. Anchor ends of permanent bracing where terminating at walls or beams.
  - 1. Install bracing to comply with Section 061000 "Rough Carpentry."
- G. Install wood trusses within installation tolerances in TPI 1.
- H. Do not alter trusses in field. Do not cut, drill, notch, or remove truss members.
- I. Replace wood trusses that are damaged or do not comply with requirements.

END OF SECTION 061753



311000 SITE CLEARING  
312000 EARTH MOVING

EARTHWORK

division **31**

**SAA**  
SANDERS ASSOCIATES ARCHITECTS

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting and capping or sealing site utilities.

B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site-clearing operations until temporary erosion and sedimentation control measures are in place. See Division 31 Section "Erosion and Sedimentation Control (Includes SWPPP)."

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earth Moving."
  - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

### 3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Refer to Division 31 Section "Erosion and Sedimentation Controls."

### 3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by the Owner's Representative.

### 3.4 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
  - 1. Arrange with utility companies to shut off indicated utilities.

- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner's Representative not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without written permission of Owner's Representative.

### 3.5 CLEARING AND GRUBBING

- A. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density of 98 percent standard proctor.

### 3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Temporarily stabilize per the SWPPP and Division 31 Section "Erosion and Sedimentation Control."

### 3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

### 3.8 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
  - 1. Submit schedule for recycling operations (if any) and obtain approval in writing from Owner's Representative. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to witness filling operations of depressions caused by clearing and grubbing. Coordinate scheduled filling operations with the Owner's testing agency.

END OF SECTION 31 10 00

## SECTION 31 20 00 - EARTH MOVING

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section includes:

1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns and grasses, and exterior plants.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for slabs-on-grade.
4. Subbase course for concrete walks and pavements.
5. Subbase and base course for asphalt paving.
6. Excavating and backfilling for utility trenches.

## B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100**

## 1.2 SUBMITTALS

## A. Building pad certification.

## 1.3 DEFINITIONS

## A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

## B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.

## C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.

## D. Borrow Soil: Satisfactory soil imported from off-site or on site borrow pit for use as fill or backfill.

## E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

## F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Owner's Representative. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Owner's Representative. Unauthorized excavation, as well as remedial work directed by Owner's Representative, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### 1.4 QUALITY ASSURANCE

- A. Imported (borrow) soil must be tested and certified, by the Owner's testing agency, as suitable material, free of any environmental contaminants. Coordinate imported materials and their source with Division 31 Section "Erosion and Sedimentation Control" and the Storm Water Pollution Prevention Plan. The Contractor will be liable for any and all clean-up costs associated with unapproved, imported materials.

#### 1.5 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by the Owner's Representative and then only after arranging to provide temporary utility services according to requirements indicated.

### PART 2 - PRODUCTS

#### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Provide ASTM D 2487 or AASHTO M 145 classified soil materials according to geotechnical engineer's written recommendations in Division 00 Section "Geotechnical Data."
- C. Satisfactory Soils: Recommended materials free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
  - 1. Satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction will be considered unsatisfactory soil materials.
- D. Provide granular soils materials according to the project soils report, local department of transportation (DOT) regulations or as follows (the project soils report takes precedence):
  - 1. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
  - 2. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
  - 3. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
  - 4. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
  - 5. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

## 2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Comply with geotechnical engineer's written recommendations in Division 00 Section "Geotechnical Data."
- B. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.



- C. Preparation of subgrade is specified in Division 31 Section "Site Clearing."
- D. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Erosion and Sedimentation Control (Includes SWPPP)" during earthwork operations.

### 3.2 EXCAVATION

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. No changes in the Contract Sum or the Contract Time will be authorized except for rock excavation or removal of obstructions not specifically indicated in the Contract Documents.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
  - 2. Authorized additional excavation and replacement material will be paid for according to Contract provisions as specified in Division 00 Section "General Conditions."
- B. Excavation for Structures: Excavate to indicated elevations and dimensions within a tolerance of plus or minus **1 inch (25 mm)**. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections
- C. Excavation for Walks and Pavements: Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.
- D. Excavation for Utility Trenches: Excavate trenches to indicated gradients, lines, depths, and elevations or as required by authorities having jurisdiction.
  - 1. Trench Width: Provide a clearance of **12 inches (300 mm)** on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to **12 inches (300 mm)** higher than top of pipe or conduit, unless otherwise indicated.
  - 2. Trench Bottoms: Provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
    - a. Excavate trenches **6 inches (150 mm)** deeper than elevation required in rock or other unyielding bearing material, **4 inches (100 mm)** deeper elsewhere, to allow for bedding course as required by authorities having jurisdiction.

### 3.3 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades. Proof-roll in presence of Owner's testing agency.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner's testing agency, without additional compensation.

### 3.4 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations, wall footings, utility pipe, or other construction as approved by the Owner's testing agency.

### 3.5 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover or temporarily stabilize as specified in Division 31 Section "Erosion and Sedimentation Control (Includes SWPPP)."
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.6 UTILITY TRENCH BACKFILL

- A. General: Backfill trenches as indicated on Drawings.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.
- C. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- D. Backfill trenches excavated under footings and within **18 inches (450 mm)** of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section "Cast-in-Place Structural Concrete."
- E. Provide concrete encasement for piping or conduit less than **24 inches (610 mm)** below surface of roadways only when indicated on the Drawings or as required by authorities having jurisdiction.
- F. Place and compact initial backfill of subbase material or satisfactory soil.
  - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing and Owner's testing agency.
- G. Place and compact final backfill as indicated on Drawings to final subgrade elevation.
- H. Install warning tape directly above utilities, **12 inches (300 mm)** below finished grade, except **6 inches (150 mm)** below subgrade under pavements and slabs.

### 3.7 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

- B. Place and compact fill material in layers to required elevations. Comply geotechnical engineer's written recommendations in Division 00 Section "Geotechnical Data."

### 3.8 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content or as directed by Owner's Testing Agency.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, at no additional cost to the Owner, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight. See Division 31 Section "Dewatering"

### 3.9 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than **8 inches (200 mm)** in loose depth for material compacted by heavy compaction equipment, and not more than **4 inches (100 mm)** in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698, Standard Proctor:
  - 1. Under structures, building slabs, future expansion areas, steps, walkways, and pavements, scarify and recompact top **8 inches (203 mm)** of existing subgrade and each layer of backfill or fill soil material at 98 percent.
  - 2. Under lawn or unpaved areas, scarify and recompact top **6 inches (150 mm)** below subgrade and compact each layer of backfill or fill soil material at 85 percent.

### 3.10 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Lawns, Unpaved Areas, and Walks: Plus or minus **1 inch (25 mm)**.
  - 2. Pavements: Plus or minus **1/2 inch (13 mm)**.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of **1/2 inch (13 mm)** when tested with a **10-foot (3-m)** straightedge.

### 3.11 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
  - 1. Shape subbase and base course to required crown elevations and cross-slope grades.
  - 2. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 698, Standard Proctor.

### 3.12 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
  - 1. Place drainage course that exceeds **6 inches (150 mm)** in compacted thickness in layers of equal thickness, with no compacted layer more than **6 inches (150 mm)** thick or less than **3 inches (75 mm)** thick.
  - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 98 percent of maximum dry unit weight according to ASTM D 698.

### 3.13 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing. Coordinate scheduled earth moving work with the Owner's testing agency.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by the Owner's testing agency.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.
- E. Provide other field tests, such as bearing ratio of subgrades, subbases, and bases for paving, as required by authorities having jurisdiction.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest, at the Contractor's cost, until specified compaction is obtained.

### 3.14 BUILDING PAD CERTIFICATION

- A. Submit two signed copies of the Building Pad Certification Form for each building pad at the end of this Section once each building pad is complete and ready for turnover to the building contractor. Form must be completed by the Owner's testing agency, professional surveyor, and both the Site Contractor and the Building Contractor.

### 3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project warranty period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

### 3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 31 20 00

321216 ASPHALT PAVING  
321313 CONCRETE PAVING  
321373 PAVING JOINT SEALANTS  
321700 PAVING SPECIALTIES  
328400 IRRIGATION  
329000 PLANTING

# EXTERIOR IMPROVEMENTS

division **32**

**SAA**  
SANDERS ASSOCIATES ARCHITECTS

## SECTION 32 12 16 - ASPHALT PAVING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes
  - 1. Hot-mix asphalt paving.
  - 2. Pavement Marking
- B. Related Sections:
  - 1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

#### 1.2 SUBMITTALS

- A. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- B. Material Certificates: For each paving material, from manufacturer.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall be registered with and approved by authorities having jurisdiction or the DOT of the state in which Project is located.
- B. Regulatory Requirements: Comply with state or local DOT for asphalt paving work.
- C. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.

#### 1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:
  - 1. Tack Coat: Minimum surface temperature per requirements of asphalt course.
  - 2. Asphalt Base and Surface Course: Minimum surface temperature of **40 deg F** (4.4 deg C) and rising at time of placement.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use locally available materials and gradations which exhibit a satisfactory record of previous installations.
- B. Base Course Aggregate: Sound, non-expansive angular crushed stone, crushed gravel, or crushed slag, sand, stone or slag screenings, 1" Gradation.
  - 0. Uncrushed gravel may be used in base course mixture if required to suit local material availability.
- C. 1" Gradation Table

<u>Sieve Size</u>	<u>Ideal Gradation (Percent Passing)</u>	<u>Ideal Gradation Tolerance (Percent)</u>
1"	100	
1/2"	85	+/- 6
No. 4	55	+/- 6
No. 16	31	+/- 4
No. 50	19	+/- 4
No. 200	9	+/- 2

- D. Asphaltic Concrete: All materials used in the asphaltic concrete paving work shall be obtained from the same source and/or manufacturer throughout the entirety of the project.
- E. The aggregate for the asphaltic concrete shall consist of crushed stone or gravel (slag of any type will not be permitted) meeting the requirements of ASTM D-448 for coarse aggregate, ASTM D-1073 for fine aggregate and ASTM D-242 for mineral filler.
  - 1. The gradation of the crushed aggregate shall be a mixture of coarse aggregate, retained on a No. 8 sieve, fine aggregate, passing a No. 8 sieve and mineral filler passing the No. 200 sieve conforming to the following "Master Job Mix Formula".

MASTER JOB MIX FORMULA		
Sieve Size	Percent Passing By Weight	Job Mix Tolerances
1/2"	100	±0
No. 4	70	±10
No. 16	37	±7
No. 50	17	±6
No. 200	7	±2



2. Local or State Highway department specifications closely conforming to the above "Master Job Mix Formula" and approved by the Soils Engineer may be substituted; however, job mix tolerances shall be maintained.
  3. Maximum aggregate size shall be no greater than one-half of the design thickness of the binder or wearing course. Gradation percentages shall closely parallel the median whenever possible.
- C. Asphalt cement for asphaltic concrete mixture shall be Penetration Grade 60-70 or 85-100 conforming to AASHTO designation M20 or Viscosity Grade AC-20 conforming to AASHTO designation M-226.
1. Mix shall contain 4.5% to 7% by weight of mixture of asphalt cement.
- D. Asphalt for tack coat shall be slow setting emulsified asphalt SS-1 or SS-1h conforming to AASHTO designation M-140.

## 2.2 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:

1. Plant mixed asphaltic concrete mixture shall meet the following requirements when tested by the Marshall Method, ASTM D-1559. The requirements are based on the asphaltic concrete being compacted with 50 blows and tested at 140 degrees F.

<u>Physical Test</u>	<u>Binder Course</u>
Stability (min.)	1500 psi
Flow (1/100")	6 - 18
Total Voids (%)	2 - 5

2. Asphalt cement content shall be 4.5 - 7.0 percent by weight of total mix. Upper limit may be raised when using absorbent aggregate.
  - A. Optimum asphalt cement content shall be determined by the Marshall Method test property curve. The amount of asphalt cement shall be selected to meet specified stability and flow requirements. A 1% tolerance in air voids is permitted.
  - B. Use dry material to avoid foaming. Mix uniformly and thoroughly.

## PART 3 - EXECUTION

### 3.1 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.

### 3.2 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending **12 inches (300 mm)** into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of **0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m)**.
- C. Patching: Fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.

### 3.3 SURFACE PREPARATION

- A. Proof-roll subbase as specified in Division 31 Section "Earth Moving."
- B. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- D. Tack Coat: Apply when overlaying existing pavement, on adjacent horizontal surfaces such as curbs, and between base and surface courses when the two courses are not installed in a continuous installation.
  - 1. Apply at a rate of **0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m)**.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### 3.4 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - 1. Spread mix at minimum temperature of **250 deg F (121 deg C)**.
  - 2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than **10 feet (3 m)** wide unless infill edge strips of a lesser width are required.

- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

### 3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.

### 3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
  - 1. Complete compaction before mix temperature cools to **185 deg F (85 deg C)**.
  - 2. Install and compact longitudinal joints to achieve a uniform density of pavement.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  - 1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.7 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch (13 mm).
  2. Surface Course: Plus 1/4 inch (6 mm), no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:
1. Base Course: 1/4 inch (6 mm).
  2. Surface Course: 1/8 inch (3 mm).

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Coordinate Work with the Owner's testing agency.
- B. Replace and compact hot-mix asphalt where core tests were taken.
- C. Additional testing and inspection work to correct or repair unsatisfactory work will be at the expense of the Contractor.
- D. Remove and replace or install additional hot-mix asphalt, at the Contractor's expense, where test results or measurements indicate that it does not comply with specified requirements.

### 3.9 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

END OF SECTION 32 12 16

## SECTION 32 13 13 - CONCRETE PAVING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes:

1. Exterior cement concrete pavement for the following:
  - a. Parking lots.
  - b. Curbs and gutters.
  - c. Walkways.
  - d. Concrete pads

B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete pavement mixture.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

### PART 2 - PRODUCTS

#### 2.1 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.

- C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.
- D. Plain Steel Wire: ASTM A 82, as drawn.
- E. Deformed-Steel Wire: ASTM A 496.
- F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."

## 2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
  - 1. Portland Cement: ASTM C 150, Type II. Supplement, if desired, with fly ash, ASTM C 618, Class C or F with maximum not to exceed 25% of cement content by weight.
- B. Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.
  - 1. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
  - 2. Fine Aggregates shall comply with the following gradations:

<u>Sieve</u>	<u>Percent passing</u>
3/8"	100
No. 4	95 to 100
No. 16	50 to 85
No. 50	10 to 30
No. 100	2 to 10

- 3. Course Aggregates shall comply with the following gradations:

<u>Sieve</u>	<u>Percent passing</u>
1-1/2"	100
3/4"	90 to 100
3/8"	25 to 55
No. 4	0 to 10
No. 8	0 to 5
No. 200	Not to exceed 1.75 percent by weight in the combined course and fine aggregate.

- C. Air-Entraining Admixture: ASTM C 260.
- D. Water-Reducing Admixture: ASTM C-494, Type A.

## 2.3 RELATED MATERIALS

- A. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- B. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber not greater than 1/2 inch (13 mm).
- C. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.

## 2.4 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:
  - 1. Compressive Strength (28 Days): 4000 psi.
  - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.50.
  - 3. Slump Limit: 4-6 inches (100-150 mm) except 8 inches (200 mm) acceptable for concrete having HRWR admixture (super-plasticizer).
  - 4. Air Content: 5.0 to 7.0 percent.
- B. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
- C. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Proof-roll subbase as specified in Division 31 Section "Earth Moving."

### 3.2 PAVEMENT SUBBASE COURSE:

- A. Place aggregate base course material on prepared subgrade as specified in Division 31 Section "Earth Moving."

### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
- D. Contraction Joints: Sawcut joints, 1/8 inch (3 mm) wide sectioning concrete into areas as indicated. Sawcut contraction joints for a depth equal to at least one-fourth of the concrete thickness.
- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch (6-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

### 3.6 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- D. Screed pavement surfaces with a straightedge and strike off.



- E. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

### 3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
  - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

### 3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these methods.

### 3.9 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
  - 1. Elevation: 1/4 inch (6 mm).
  - 2. Thickness: Plus 3/8 inch (10 mm), no minus.
  - 3. Surface: Gap below 10-foot- (3-m-) long, unlevelled straightedge not to exceed 1/4 inch (6 mm).
  - 4. Joint Spacing: 3 inches (75 mm).
  - 5. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
  - 6. Joint Width: Plus 1/8 inch (3 mm), no minus.

### 3.10 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

- B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.
- C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

## SECTION 32 13 73 - PAVING JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes:

1. Expansion and contraction joints within pavement, walks and curbs.
2. Joints between cement concrete and asphalt pavement.
3. Joints between concrete or asphalt and building walls, columns or structures.

B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

#### 1.2 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples: For each type and color of joint sealant required.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.
1. Primers: Product 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.

#### 2.2 JOINT SEALANTS

- A. Sealant for Expansion and Contraction Joints within Cement Concrete Pavement and Between Concrete Walks, Pads, Paving, and Building Walls, Columns, and Structures: Cold applied two-part pourable urethane joint sealant, Type M, Grade P, Class 25, Use T

1. Products:
  - a. Sonneborn, Div. of ChemRex, Inc.; Sonoborn SL 2
  - b. Pecora Corporation; Dynatrol II-SG.
  - c. Tremco; Vulkem 245
  - d. Sika Corporation; Sikaflex - 2c SL

2. Color: Match Concrete.

- B. Sealant for Joints Larger Than **1/4 inch (6 mm)** Between Cement Concrete and Asphalt Pavement or Within Asphalt Pavement (Including Longitudinal Joints, Cracks or Butt Joints.): Polymeric hot applied single-component formulation complying with ASTM D 3405.

1. Products:
  - a. Carlisle Coatings and Waterproofing; CCW MiraSEAL EJS
  - b. Meadows, W. R., Inc.; Sealtight Hi-Spec.

2. Color: Black

## 2.3 JOINT-SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials as required that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.
- B. Provide one of the following types of backer materials as applicable:
1. Round Backer Rods for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
  2. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.
  3. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience.

- C. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- D. Install backer materials to support sealants during application and at position required to produce optimum sealant movement capability. Do not leave gaps between ends of backer materials. Do not stretch, twist, puncture, or tear backer materials. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- E. Install sealants at the same time backings are installed to completely fill recesses provided for each joint configuration and to produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.
- G. Protect applied sealant from traffic and other damage until sealants cured enough not to track. Provide temporary barricades or other protective measures recommended by the manufacturer.

END OF SECTION 32 13 73

SECTION 32 17 00 – PAVING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pavement markings
2. Tactile warning surfacing

B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 SUBMITTALS

- A. Product Data: Manufacturer's printed product data for each product specified.
- B. Samples: For each product specified to match color as specified in Division 01 Sections.

1.3 QUALITY ASSURANCE

- A. Americans with Disabilities Act (ADA): Title III Regulations, 28 CFR Part 36 ADA Standards For Accessible Design, Appendix A, Section 4.29.2 Detectable Warnings On Walking Surfaces.
- B. California Code of Regulations (CCR): Provide only approved DSAAC detectable warning products as provided in the California Code of Regulations (CCR) Title 24, Part 2, Section 205 definition of "Detectable Warning". Section 1117A.4 and 1127B.5 for "Curb Ramps" and Section 1133B.8.5 for "Detectable Warnings at Hazardous Vehicular Areas"

1.4 JOB CONDITIONS

- A. Environmental Requirements: Apply marking paint in dry weather when temperature is **50 deg F (10 deg C)** or above and anticipated to remain above **50 deg F (10 deg C)** for four hours after completing application.

## PART 2 - PRODUCTS

### 2.1 PAVEMENT MARKING PAINT

- A. Marking paint: High solids, water based acrylic paint containing ultraviolet resistant pigments.

1. Products:

- a. ICI Paints; Traffic Marking Paint, #4800
- b. M.A.B. Paints; Zone Marking Latex Traffic Paint, #072 Line
- c. Benjamin Moore and Co.; Safety and Zone Marking Latex, M58
- d. Pittsburgh Paints; Zone & Traffic Marking Paint, #11-23
- e. Porter Paint Co.; PorterGuard Acrylic Traffic Paint, #2408
- f. The Sherwin Williams Co.; Promar Traffic Marking Paint, B29 Series

2. Colors:

- a. Parking: Yellow or White.
- b. Traffic Lanes, Directions, Lettering, etc.: Yellow or White.
- c. Handicapped Emblems: Blue.
- d. Fire Lane: Red.

### 2.2 TACTILE WARNING SURFACE

- A. Basis of Design Product: Engineered Plastics Inc.; "Armor-Tile."
- B. Configuration: Cast-in Place.
- C. Material: Vitrified polymer composite (VPC) epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes.
- D. Slip Resistance: ASTM C 1028-96, not to be less than 0.80 on top of domes and field area.
- E. Fire Resistance: ASTM E 84-05 flame spread – less than 15.
- F. Pattern: In-line pattern of truncated domes measuring nominal 0.2 inch (5 mm) height, 0.9 inch (23 mm) base diameter, and 0.45 inch (11 mm) top diameter, spaced center-to-center 2.35 inch (60 mm) as measured on a diagonal and 1.67 inch (42 mm) as measured side by side.
- G. Field Area: Non-slip surface with a minimum of 40 – 90 degree raised points 0.045 inches (11 mm) high, per square inch;
- H. Dimensions: As indicated on Drawings.
- I. Color: Red.

PART 3 - EXECUTION

3.1 PAVEMENT MARKING

- A. Verify that new asphalt is complete and has been accepted by Owner's Representative.
- B. Thoroughly clean surfaces free of dirt, sand, gravel, oil, and other foreign matter. Protect adjacent curbs, walks, and other items from paint application.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates.
- E. Apply stripes straight and even in accordance with Drawings.
- F. Remove overspray, spills, or drips from surfaces other than those requiring marking paint.
- G. Barricade marked areas until paint is dried and ready for traffic.

3.2 TACTILE WARNING SURFACE

- A. Install tactile warning surface as recommended by manufacturer and as follows:
  - 1. Pour concrete true and smooth to the required dimensions and slope prior to the tactile warning surface placement. Immediately after finishing concrete, the electronic level should be used to check that the required slope is achieved.
  - 2. Place tile true and square to the curb edge in accordance with the Drawings.
  - 3. Tamp or vibrate tactile warning surface tile into the fresh concrete so that the field level of the tactile warning surface is flush to the adjacent concrete surface. Do not embed by stepping on tactile warning surface tile.
  - 4. Immediately after placement, check the tactile warning surface tile elevation to adjacent concrete. Ensure that the field surface of the tile is flush with the surrounding concrete and back of curb so that no ponding is possible on the tile at the back side of curb.
  - 5. Keep traffic from tactile warning surface tile until concrete has set.

END OF SECTION 32 17 00



SECTION 32 84 00 - IRRIGATION

PART 1 - GENERAL

1.1 SUMMARY

- A. The sprinkling system will be constructed using the sprinkler heads, drip irrigation, control valves, piping, fittings, controller(s), wiring, etc., of sizes specified.
- B. It is the intention of these specifications, together with the accompanying drawings to accomplish the work of installing an irrigation system which will operate in an efficient and satisfactory manner according to the workmanlike standards established for the irrigation industry.
- C. Related Sections:
  - 1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 PERFORMANCE REQUIREMENTS

- A. The work consists of furnishing and installing a complete underground irrigation system as shown on the drawings and specifications. Include all labor, equipment and materials and perform all operations in connection with the construction of the irrigation system.
- B. It will be the Contractor's responsibility to report to the Architect any deviations between the drawings, specifications and the site. Failure to do so prior to the installing of equipment, and resulting in replacing, and/or relocating, will be done at the Contractor's expense.
- C. Existing Utilities: Before any trenching, excavating or digging below the surface for any reason is begun, the Contractor shall have the area "Blue Staked" in order to determine as close as possible the location of all underground utilities. The Contractor will conduct his work in such a manner to protect all utilities from damage. It is the responsibility of the Contractor to repair or replace any damage incurred by the Contractor or his/her employees at no expense to the Owner.
- D. Site Inspection: Installer shall acquaint themselves with all site conditions. Should utilities not shown on the plans be found during excavations notify the Architect. Failure to do so will make installer liable for any and all damage thereto arising from their operations subsequent to discovery of such utilities not shown on plans.
- E. Protection of Existing Site Conditions: The Installer shall take necessary precautions to protect site conditions to remain. Should damage be incurred, the Installer shall repair the damage to its original condition at his own expense.

### 1.3 SUBMITTALS

- A. Product Data: Submit copies of manufacturer's technical data and installation instructions for landscape irrigation system.
- B. Record Irrigation Drawings: Prepare a record drawing which shall show deviations from the contract documents made during construction affecting the main line pipe, lateral pipe, controller locations, remote control valves, manual drain valves, and all sprinkler heads. The drawings shall also indicate and show approved substitutions of size, materials and manufacturer's name and catalog name and catalog number. The Contractor will keep a record of all departures from the working drawings that occur during construction. These shall be kept on a clean set of prints of the working drawings. Two sets of completed record drawings indicated above shall be supplied to the Owner by the Contractor.
- C. Laminated Wall mounted map indicating location of all controls, piping, heads (including type), valves and connection to water service. (8 ½" x 11" or 11" x 17")
- D. Maintenance Manuals; indicating proper operation/maintenance of irrigation system.

### 1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

### 1.5 WARRANTY

- A. Special Warranty: The Contractor shall make good any deficiencies at the time he is notified of any faults, and place in satisfactory condition any damage to the buildings or grounds without cost to the Owner within specified warranty period.
  - 1. Warranty Periods from Date of Opening or Final Project Acceptance (whichever is longer): 12 months.

### 1.6 MAINTENANCE SERVICE

- A. Provide full maintenance by skilled employees of planting irrigation Installer. Maintain as required in Part 3. Maintenance cost to be included in the overall base bid pricing with a breakout amount provided. Include breakout amount in Contractor's Schedule of Values.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. All materials throughout the system shall be new and in perfect condition.

2.2 PIPES AND FITTINGS

- A. All mainline and lateral pipe shall be Schedule 40, Polyvinyl Chloride (PVC) pipe. Piping shall be free from cracks, holes, foreign material, blisters, inside bubbles, wrinkles and dents. Pipe ratings shall be printed on the pipe and no pipe shall be less than ¾" diameter. All joints shall be solvent welded per manufacturer's recommendations, using both primer and glue. All joints must be allowed to set for a minimum of 24 hours prior to pressure testing.
- B. All mainline fittings to be Schedule 80 Polyvinyl Chloride (PVC) and all lateral lines to be Schedule 40 Polyvinyl Chloride (PVC) standard weight as manufactured by Sloan or Lasco, as shown in details.

2.3 SLEEVES

- A. All new sleeves shall be PVC Schedule 40 of sizes shown. Install sleeves in locations as shown on the drawings and at the depths specified for lateral and mainlines.

2.4 VALVE BOXES

- A. Valve boxes shall be of sufficient size to fit 1 (one) electric remote control valves and still allow room for maintenance without having to excavate or perform similar operations. Boxes shall be as manufactured by Carson or Brooks Industries.
- B. Valve boxes shall be set flush with the finished grade. Valve manifolds shall be set 4" below the top of the box including ball valves and quick couplers where called for. All valves must have ample room and access for repair. Include weed barrier and a 3" gravel base within entire base area of all valve boxes.

2.5 VALVES

- A. Electronic Remote Control Valve: All valves shall be of the size and type as specified on the drawings.
  - 1. Rain Bird PEB & PESB Series for all lawn control zones
  - 2. Rain Bird XCZ-100-PRB-COM for all shrub control zones
- B. Quick-Coupler: All valves shall be of the size and type as specified on the drawings.
  - 1. Rain Bird 44RC: 1" Locking Rubber Cover with 2 piece body
  - 2. Rain Bird 44-NP: 1" Locking Rubber Cover with 2 piece body Non-potable
  - 3. Rain Bird 44-DK: 1 Quick Coupling Key
  - 4. Rain Bird SH-0: 1" Hose Swivel
- C. Brass Ball Valve: All valves shall be of the size and type as specified on the drawings.
  - 1. NIBCO Series as shown on the drawings
- D. Bronze Stop and Waste Valve: All valves shall be of the size and type as specified on the drawings.
  - 1. Mueller Oriseal as shown on the drawings

- E. Manual Drain Valve: All valves shall be of the size and type as specified on the drawings.
  - 1. 1/2" Conbraco as shown on the drawings. To be installed on mainlines only.
- F. Backflow Preventer:
  - 1. Manufacturer: Febco 825Y or Wilkins 375XL Series as shown on the drawings. Installed in Backflow preventer as specified on drawings.
- G. Secondary Water Filter
- H. Manufacturer: Amiad Series as shown in irrigation schedule. See plan for size. Filter to be plastic w/ a min. of 300 Micron screen filter element.

## 2.6 SPRINKLERS AND ACCESSORIES

- A. Sprinkler Heads: All heads shall be of the size and type as specified on the drawings. Nozzle patterns are indicated as shown. However specific site conditions may require a different nozzle pattern to be used.
  - 1. Rain Bird 1800 Series
- B. Drip Tubing/Accessories: All drip components shall be of the size and type as specified on the drawings.
  - 1. Rain Bird XBS-940 – 3/4" Distribution Tubing
  - 2. Rain Bird XQ-100 – 1/4" Distribution Tubing
  - 3. Rain Bird XB-20PC - Xeri-Bug Emitters (2 Gal/Hr.)
  - 4. Rain Bird TS025 - Tie Down Stakes
  - 5. Rain Bird DBC-025 – Diffuser Bug Cap
  - 6. Rain Bird MDCFCAP – Flush Cap
  - 7. Rain Bird XBT-05-06 – Multi-Outlet Xeri-Bug
  - 8. Rain Bird SXB-360-SPYK – Xeri-Spray 360 on 5" Stake
  - 9. Rain Bird PSI-L30X-075 – Inline Pressure Regulator
  - 10. Netafim Techline CV Dripline with inline Emitters – See schedule for spacing

## 2.7 CONTROLLERS

- A. Automatic Control: All controllers shall be of the type as specified on the drawings.
  - 1. Rain Bird ESP Series.
  - 2. Transformers as required for low voltage system.
  - 3. Wires shall be UF direct burial type and as sized on the drawings. No wire shall be smaller than #14. Ground or neutral wires shall be white, grass areas shall be green, drip-shrubbery areas shall be red, and all spare(s) wires shall be blue.
  - 4. Splices in electric control wires shall be fitted with a #M DBY Direct Bury Splice Kit. All splices shall be contained in a valve box, preferably in the same box as the electric remote control valves. Do not run short pieces of wire. Failure to do so will result in the replacement of the wire at the Contractor's expense.
  - 5. Circuit Control with switch for manual or automatic control of each circuit.

6. Timing Device: 24 hour, 7 day and even/odd interval watering adjustment, with provision for manual or semi-automatic operation and hard wired rain sensor which will suspend watering when ground is wet from rain.

### PART 3 - EXECUTION

#### 3.1 WORKMANSHIP

- A. Lay out irrigation as accurately as possible to the drawings. The drawings are drawn diagrammatic to the extent that swing joints, offsets and all fittings are not shown. Install all irrigation components within landscape areas. All irrigation lines shall be installed in common trenches where possible.
- B. If for any reason full and complete coverage of all irrigation areas does not occur, irrigation Contractor shall be responsible to contact the Architect before continuing with his work.

#### 3.2 EXCAVATION AND TRENCHING

- A. Install piping and wiring in sleeves under sidewalks, roadways, parking lots.
- B. Backfill with rock free clean fill around pipes, valves, drains, or any irrigation system components. Water settle all trenches and excavations. Restore all surfaces, existing and underground installations, etc., damaged or cut as a result of the excavations to their original condition
- C. Provide minimum cover over top of underground piping according to the following:
  1. Irrigation Main Piping: Minimum depth of 24 inches below finished grade.
  2. Lateral Piping: 12 inches.
  3. Drain Piping: 12 inches.
  4. Sleeves: 28 inches from the top of the pipe for mainline and 16 inches for laterals
- D. All trenches are to be 12" away from all curbs, buildings, and sidewalks.
- E. Grade and lay all piping such that the entire system will drain. Where possible, drain the main line to the valve manifold and install the drain in the valve box. All lateral lines beyond the valve manifold should be laid in such a manner as to drain by gravity to a single low point with automatic drains.
- F. Run all electrical wires in mainline trench as shown in detail on drawings. Where it becomes necessary for wires to leave the mainline trench, the trench for all electrical wires shall be treated as a mainline trench and run in specified on conduit.

#### 3.3 INSTALLATION

- A. Install automatic control valves where shown and group together where practical. Place no closer than 12 inches to walk edges, building, and walls. Install in valve box, arranged for easy

adjustment and removal. Allow sufficient space around entire valve assembly. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit. See irrigation schedule.

- B. Plastic pipe and fittings shall be solvent welded using solvents and methods as recommended by manufacturer of the pipe, except where screwed connections are required. Pipe and fittings shall be thoroughly cleaned of dirt, dust, and moisture before applying solvent with a non-synthetic bristle brush.
- C. Install PVC pipe in dry weather when temperature is above 40 degrees F in strict accordance with manufacturer's instructions.
- D. Pipe may be assembled and welded on the surface. Snake pipe from side to side of trench bottom to allow for expansion and contraction. Install piping free of sags and bends.
- E. Irrigation head and valve locations are shown on the drawings diagrammatically. It will be the Contractor's responsibility to determine the exact location of each irrigation head and valve to accommodate the conditions as found on the site in order to provide complete coverage of all areas. Avoid installing valves in areas where curbs and sidewalks come together or at any intersection of two or more walkways. All control valves shall not be located within 3 feet of any driveway, traffic aisle, island, etc., where they could be damaged by vehicles driving over the curbs. Do NOT exceed the spacing as recommended by the manufacturer and as shown on the drawings for the irrigation heads. Minor adjustments in the system will be permitted to clear existing fixed obstructions subject to the approval of the Landscape Architect. All deviances from the drawings shall be noted on the record drawings.
- F. All irrigation heads will be set perpendicular to the finished grade unless otherwise designated on the drawings or specified.
- G. Install the quick couplers, isolation valves, manual drains as shown on drawings.

### 3.4 AUTOMATIC CONTROL SYSTEM INSTALLATION

- A. All controllers shall be as specified on the drawings and installed according to the details. The owner shall determine exact location of the clock.
- B. Place copy of zone map, with all zone valve locations shown and approved irrigation plan, in protective jacket, with the main irrigation control panel.
- C. Control cable to be taped to underside of main piping every ten feet
- D. Install cable in separate sleeve under paved areas if irrigation piping is installed in sleeve.

### 3.5 FLUSHING AND TESTING

- A. After installation of all new pipes and risers for a given circuit and after completion of all division work and before the installation of any irrigation head, the control valve shall be opened fully and a full head of water be used to flush out the system.

- B. Testing shall be performed after completion of each circuit and after completion of the entire system. At this time any necessary repair work will be done at the Contractor's expense and the entire system will be in good working order prior to the issuance of the Certificate of Substantial Completion.

### 3.6 PIPE INSPECTION

- A. Before any pipes are covered, the Landscape Architect and a representative of the Owner shall inspect the system for compliance with specifications and drawings. Any required changes will be made at this time at the expense of the Contractor.

### 3.7 FIELD QUALITY CONTROL

- A. Observation: Allow irrigation designer, Owner, or Owner's inspector/agent to inspect the ongoing work at any time for proper materials and workmanship.
- B. Tests and inspections by Installer:
  - 1. Perform leak and operational testing with proper adjustments prior to the final designer walk-through. Notify the irrigation designer at least 3 days in advance of testing. Correct deficient work within five days of written notice.
  - 2. Prior to final completion, conduct a walkthrough inspection of the complete irrigation system to allow the irrigation designer to certify that the work meets contract requirements and operates correctly. Utilize the manufacturer's technical support for the proper installation of sensors and programming of the smart controller. The installer will be held responsible for all costs associated with re-inspecting work that is not substantially complete at the time of the final walk through.
  - 3. The irrigation designer shall provide written documentation of the final walk through and acceptance via email to the Owner, Contractor, and installer.
  - 4. All heads will be adjusted to their proper coverage and set to the proper depth at this time.

### 3.8 ADJUSTING

- A. Adjust settings of controllers.
- B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- C. Adjust sprinklers so they will be flush with, or not more than 1/2 inch above, finish grade.

### 3.9 CLEANING

- A. Flush dirt and debris from piping before installing sprinklers and other devices.

3.10 DEMONSTRATION AND TRAINING

- A. The Installer shall conduct a training/demonstration session with the Owner or the Owner's operations personnel, and the irrigation designer. The training must include any required winterization procedures. The Contractor shall document the training session with appropriate minutes and sign-in sheet.

3.11 MAINTENANCE

- A. Winterization: In applicable climates within the warranty period, installer to schedule and perform proper winterization procedure in coordination with Owner's personnel.
- B. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of planting irrigation Installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  - 1. Perform maintenance during normal working hours.

END OF SECTION 32 84 00



SECTION 32 90 00 - PLANTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish and install landscaping materials as shown on the landscape plan and detail sheet and also according to the following specifications.
- B. Related Sections:
  - 1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each of the following:
  - 1. 5 lb sample of specified mulch in labeled plastic bags.
  - 2. Landscape boulders or photos of boulder type, before delivery to site.
- C. Certification of Native Grass Seed.
- D. Topsoil Analysis
- E. As-Built Drawings: Indicate species, size, and location. Drawings must be certified by the landscape design professional, who created the landscape drawings.

1.3 QUALITY ASSURANCE

- A. USA Standard for Nursery Stock shall govern the quality of plant materials.
- B. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
  - 1. Report suitability of topsoil for plant growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.

- C. Turf and plants are subject to the approval of the Owner's Representative. Approval of plants at the nursery does not alter the right of rejection at the project site.

#### 1.4 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
    - b. Structural failures including plantings falling or blowing over.
  - 2. Warranty Periods from Date of Opening or Final Project Acceptance (whichever is longer): 12 months.

#### 1.5 MAINTENANCE SERVICE

- A. Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after turf and plants are installed and continue until plantings are acceptably healthy and well established but for not less than the warranty period. Maintenance cost to be included in the overall base bid pricing with a breakout amount provided. Include breakout amount in Contractor's Schedule of Values.

### PART 2 - PRODUCTS

#### 2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with ASOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

#### 2.2 TURFGRASS SOD

- A. Certified Sod:
  - 1. Superior sod grown from certified, high quality, seed of known origin or from plantings of certified grass seedlings or stolons:
    - a. Assure overall high quality and free of noxious weeds or an excessive amount of other drop and weedy plants at time of harvest.
  - 2. Sod shall be Tall Fescue blend from a local source.

## 2.3 PLANT MATERIAL

- A. General: Furnish plants as indicated on Drawings, nursery-grown, true to genus, species, variety, cultivar, stem form, shearing, and other features complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Provide trees and shrubs of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Ground Cover: Provide ground cover of species indicated, established and well rooted in pots or similar containers, and complying with ANSI Z60.1.
- E. Perennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery and that are in bud but not yet in bloom.
- F. Topsoil: Existing Topsoil to be stripped and stockpiled from site for landscape use. Contractor shall verify existing topsoil amounts and quality with the general contractor. The landscape contractor shall perform a soil analysis on existing and/or imported topsoil and amend per soil analysis recommendations. Soil analysis to be done by a certified soil testing agency. Provide new imported topsoil as needed from a local source. Imported topsoil must be a premium quality dark sandy loam, free of rocks, clods, roots, and plant matter. Topsoil to be installed in all landscaping areas.
  - 1. Imported Topsoil Criteria:
    - a. Chemical Characteristics:
      - 1) PH range of 5.5 to 8.0
      - 2) Soluble Salts: less than 3.0 mmhos/cm
      - 3) Sodium Absorption Ratio (SAR): less than 6.0
    - b. Physical Characteristics:
      - 1) Sand: 15 to 60 percent
      - 2) Silt: 10 to 60 percent
      - 3) Clay: 5 to 30 percent
- G. Planting Backfill Mix: Mixture shall be composed of three parts topsoil to one part soil conditioner.
- H. Tree Stakes: 2" Dia. x 6' Long Lodgepole Pine
- I. Tree Staking Ties: 32" Cinch-Tie tree ties by V.I.T. Products Inc. or equal as approved by Architect

- J. Pre-Emergent Herbicide: Elanco XL, Ronstar, Surflan or approved equal
- K. Weed Barrier: Dewitt Pro 5 weed barrier or approved equal
- L. Mulches:
  - 1. Organic: Shredded Bark Mulch - see material schedule & notes for size, color, type, & depth
    - a. Available from:
      - 1) See material schedule for specified suppliers.
  - 2. Inorganic: Decorative Stone - see material schedule & notes for size, color, type, & depth
    - a. Available from:
      - 1) See material schedule for specified suppliers.
- M. Landscape Decorative Boulder:
  - 1. 2' to 4' diameter boulders as indicated in material schedule. Submit photos/sample for approval
    - a. Available from:
      - 1) See material schedule for specified suppliers.
- N. Landscape Edging:
  - 1. 4" x 6" Concrete landscape curbing
  - 2. 3/16" x 4" Steel Edging by Sure-Loc
  - 3. Shovel Cut Edge – Use between lawn and tree 36" tree ring

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Before proceeding with work, check and verify dimensions and quantities. Report variations between drawings and site to Architect before proceeding with work.
- B. Plant totals on landscape plan are for convenience only and are not guaranteed. Verify amounts shown on drawings. All planting indicated on drawing is required unless indicated otherwise.
- C. Landscape Contractor must examine the site conditions under which the work is to be performed and notify the Project Manager in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.

#### 3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before planting. Make minor adjustments as required.
- D. Trunk Wrapping: Inspect tree trunks for injury, improper pruning, and insect infestation; take corrective measures required before wrapping. Wrap trees of 2-inch caliper and larger with trunk-wrap tape. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling.
- E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
  - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

### 3.3 INSTALLATION

- A. All debris and compacted subsoil shall be removed from the planter area to a minimum depth of 12 inches below the top of walkway and curb.
- B. Loosen subgrade to a minimum depth of 6 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Spread existing or imported topsoil to a depth of 12 inches in parking islands and 8 inches in all planting beds but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if topsoil or subgrade is frozen, muddy, or excessively wet.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- D. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- E. Before planting, obtain Owner's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

### 3.4 TREE AND SHRUB PLANTING

- A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom

leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.

1. Excavate approximately twice diameter of the rootball.
  2. Excavate at least 12 inches deeper than the root ball to accommodate vertical roots for bare-root stock.
- B. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1.
- C. Set stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
1. Add specified plant backfill.
  2. Balled and Burlapped: After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
  3. Balled or Container-Grown: Carefully remove root ball from container without damaging root ball or plant.
  4. Fabric Bag-Grown Stock: Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.
  5. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
  6. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole. Apply according to manufacturer's recommendations.
  7. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Bare-Root Stock: Set and support bare-root stock in center of planting pit or trench with root flare 1 inch above adjacent finish grade.
1. Add specified plant backfill.
  2. Spread roots without tangling or turning toward surface, and carefully work backfill around roots by hand. Puddle with water until backfill layers are completely saturated. Plumb before backfilling, and maintain plumb while working backfill around roots and placing layers above roots.
- E. Provide new supports for trees noted on the drawings to be staked.
1. Remove nursery stakes delivered with and attached to tree.
  2. Tree support shall consist of two stakes drive into holes base before backfill so roots are not damaged. Place stakes vertically and run parallel to tree trunk. Install stakes so three feet of stake length is below finish grade.
  3. Place tree ties 6 to 12 inches below crotch of main tree canopy.

4. Remove tops of tree stakes so top of stake is 6 inches below main tree canopy to prevent damage to tree branches and canopy growth.
- F. Landscape concrete curbing shall be used between all lawns and planting areas. See plan for specified areas. Curbing to be continuous and not be interrupted. Contact Architect if problems arise for modification of curbing alignment.

### 3.5 PLANTING AREA MULCHING

- A. Areas shall be free of existing weed growth prior to application of herbicide.
- B. Prior to mulching, treat planting areas with pre-emergent weed killer, applied according to the manufacturer's directions.
- C. After planting and application of herbicide in planting areas, install weed barrier fabric with the fuzzy side down. Achieve 100 percent coverage over ground areas. Overlap seams 6 inches minimum. Staple at 5 feet on center using triangular spacing with two at each corner. Staple within 3 inches of all edges.
- D. Install specified stone in all planting areas at specified depths. See materials schedule for details.
- E. At base of trees in lawn areas, leave 24 inch diameter tree ring and add a layer of soil pep. See tree planting details and landscape notes.

### 3.6 SOD INSTALLATION

- A. Sod area preparation:
  1. Moisten sod area to a depth of 6" prior to laying sod.
  2. Allow sufficient time between watering and sod application for soil to become workable and walkable without compromising the quality of the finish grade.
- B. Laying Sod:
  1. Soil in sod area to be moist at time sod is laid.
  2. Final grade of soil after sodding of lawn areas is complete shall be one inch below top of adjacent pavement of any kind.
  3. Lay sod during growing season.
  4. Lay sod within 36 hours of being lifted.
  5. Lay sod in rows with joints staggered. Butt sections closely without overlapping or leaving gaps between sections. Cut out irregular or thin sections.
  6. Lay sod flush with adjoining existing sodded surfaces.
  7. Do not sod slopes steeper than 3:1.
- C. After Sodding is Complete:
  1. Water sodded areas immediately after laying sod to obtain moisture penetration through sod into top six inches of topsoil.

3.7 MAINTENANCE

- A. Tree and Shrub Maintenance: Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, adjusting and repairing stakes and guy supports and root-ball stabilization, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.
- B. Ground Cover, Perennial, and Orn. Grass Maintenance: Maintain and establish plantings by watering, weeding, fertilizing, mulching, and other operations as required to establish healthy, viable plantings.
- C. Turf Maintenance: Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain height appropriate for species without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings.

3.8 SATISFACTORY TURF

- A. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm).
- B. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- C. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

END OF SECTION 329000



331100 WATER UTILITY DISTRIBUTION PIPING  
333100 SANITARY UTILITY SEWERAGE PIPING  
334100 STORM UTILITY DRAINAGE PIPING

UTILITIES

division **33**

**SAA**  
SANDERS ASSOCIATES ARCHITECTS

SECTION 33 11 00 - WATER UTILITY DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Domestic water and fire suppression lines.
  - a. Terminate as indicated on the Drawings.

B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 SUBMITTALS

- A. Product Data: For each material specified.

1.3 QUALITY ASSURANCE

- A. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Domestic Water and Fire Suppression Lines: Provide piping manufactured from the following materials list. Materials must also meet City Specifications. Do not provide domestic water and fire suppression lines in materials outside of size limits specified:
1. Polyethylene (PE) Water Pipe (Up to 3 inches diameter), AWWA C901 "Polyethylene (PE) Pressure Pipe and Tubing, 1/2-inch through 3-inch for Water Service.", PE 3408, SDR 9 (200 psi)
  2. Copper Pipe (Up to 3 inches diameter): Type "K."
    - a. Joints: Sweat silver soldered on 2 inch and above.

3. Polyvinyl Chloride (PVC) (4 inches to 12 inches diameter): AWWA C900, Class 200
    - a. Fittings: Mechanical and Flanged joints of ductile iron per ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11.
  4. Ductile Iron (DI) (3 inches to 12 inches diameter): AWWA C150 for a minimum 150 psi working pressure plus 100 psi surge pressure. Manufacture DI pipe per AWWA C151 with standard asphaltic coating on the exterior and cement-mortar lining on the interior.
    - a. Fittings: Mechanical and Flanged joints of ductile iron per ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11.
- B. Water meter: Local utility company standard.
- C. Valves
1. Gate Valves: UL-listed, 175 psi working pressure for 12" and smaller, 150 psi for sizes larger than 12". Threaded, flanged, hub, or other end configurations to suit size of valve and piping connection. Inside screw type for use with indicator post, iron body bronze mounted, non- rising stem, solid wedge disc.
  2. Check Valves: UL-listed, 175 psi working pressure for 2" through 12", 150 psi for sizes larger than 12". Swing type, iron body bronze mounted with metal-to-metal or rubber-faced checks. Threaded, flanged, or hub end, to suit size and piping connections.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Before commencing pipe installation, field verify building tie-in locations/inverts, tap locations/inverts, and all utilities crossings. Notify owner's representative of any conflicts.

#### 3.2 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals and in proper relation with adjacent construction. Coordinate with work of other sections.
- B. Excavate and backfill utility trenches as specified in Division 31 Section "Earth Moving" and the trench detail on the Drawings.
- C. Clean and sterilize system in accordance with local authorities. Test for proper operation. Backfill and protect work from damage.

3.3 FIELD QUALITY CONTROL

- A. Test new piping systems and parts of existing systems (that have been altered, extended, or repaired) for leaks and defects per pipe manufacturer's recommendations and requirements of local authorities having jurisdiction.
  - 1. Do not enclose, cover, or put into service any piping systems before inspection and approval is obtained from the Engineer and the City.
  - 2. Replace any defective areas found during inspections and testing and repeat the process until results are acceptable.
  - 3. Project Completion Reports: Provide copies of test reports to the Owner's Representative, for each system or line, witnessed by either local authorities having jurisdiction or the Owner's testing agency per the test requirements.

END OF SECTION 33 11 00

SECTION 33 31 00 - SANITARY UTILITY SEWERAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Operating underground, exterior sanitary sewer collection system including cleanouts, sewer conduits, manholes, frames, covers and gratings.

B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

1.2 SUBMITTALS

A. Product Data, Shop Drawings, and manufacturer's test reports.

B. Field Quality Control Test Repots.

1.3 QUALITY ASSURANCE

- A. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Gravity Piping; Provide piping manufactured to the following materials list. Materials must also meet City Specifications:

1. Polyvinyl Chloride (PVC): ASTM D-3034, SDR-35. (SDR-26 if required by local authority) utilizing elastomeric gasket joints.
2. Reinforced Concrete Pipe (RCP): AASHTO M-170 with bell and spigot rubber gasket type joints or ASTM C76 Class 3 (up to 15 feet diameter).

B. Pressure Piping:

1. Polyvinyl Chloride (PVC) (4 inches to 12 inches diameter): AWWA C900, DR 18 150 PSI rated.
  - a. Basis of Design Product: Blue Brute.
- C. Manholes: Precast concrete, ASTM C 478.
- D. Manhole frames, covers, gratings, and steps: Grey cast-iron with service type cast in covers and gratings.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Before commencing pipe installation, field verify building tie-in locations/inverts, tap locations/inverts, and all utilities crossings. Notify owner's representative of any conflicts.

#### 3.2 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals and in proper relation with adjacent construction. Coordinate with work of other sections.
- B. Excavate and backfill utility trenches as specified in Division 31 Section "Earth Moving" and the trench detail on the Drawings.
- C. Provide 12-inch (305-mm) thick, 12-inch (305-mm) by 5-inch (127-mm) concrete pad at cleanouts set in paving.
- D. Test for proper operation. Clean out system and protect work from damage.

#### 3.3 FIELD QUALITY CONTROL

- A. Test new piping systems and parts of existing systems (that have been altered, extended, or repaired) for leaks and defects per pipe manufacturer's recommendations and requirements of local authorities having jurisdiction.
  1. Do not enclose, cover, or put into service any piping systems before inspection and approval is obtained from the Engineer and the City.
  2. Replace any defective areas found during inspections and testing and repeat the process until results are acceptable.
  3. Project Completion Reports: Provide copies of test reports to the Owner's Representative, for each system or line, witnessed by either local authorities having jurisdiction or the Owner's testing agency per the test requirements.
- B. Visual Inspection

1. After approximately 24 inches (610 mm) of backfill and after completion of final grade (paving or landscaping installed), inspect the interior pipe runs for alignment and deflection (less than 7-1/2 percent). Utilize lamps and mirrors if necessary.

C. Mandrel Testing

1. Conduct for all pipes under 30 inches (762 mm) in diameter and provide project completion reports witnessed by local authorities having jurisdiction or the Owner's testing agency.
2. Install and backfill pipe runs to subgrade elevation (preferably to final grade elevation) at least 30 days prior to mandrel testing.
3. Flush and clean lines prior to utilizing a 5-point mandrel of a size not less than 92.5 percent of the pipe diameter.

D. Pressure, Infiltration, or Exfiltration Testing

1. Perform tests as required by local authorities having jurisdiction or manufacturer and provide test reports witnessed by the local authority having jurisdiction or the Owner's testing agency.
2. For low pressure piping, at no time should the internal pipe pressure exceed PSI rating of pipe.
3. For pressure piping, do not exceed manufacturer's recommendations.

END OF SECTION 33 31 00

## SECTION 334100 - STORM UTILITY DRAINAGE PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes:

1. Gravity-flow, nonpressure storm drainage outside the building, with the following components:
  - a. Precast catch basins / junction boxes.
  - b. Precast concrete manholes.
  - c. Cast in place inlet / outlet structures.

B. Related Sections:

1. **Section 016001 "Buy American Preference Requirements" for special product requirements. All equipment and materials must comply with 49 U.S.C. Section 50100.**

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure, Drainage-Piping Pressure Rating: **10-foot head of water (30 kPa).**

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For manholes and catch basins. Include plans, elevations, sections, details, and frames and covers.
- C. Field quality-control test reports.

#### 1.4 QUALITY ASSURANCE

- A. Storm Sewer piping and installation shall conform to the standard specifications of the local water district requirements.



## PART 2 - PRODUCTS

### 2.1 PIPE AND FITTINGS

- A. Polyvinyl Chloride (PVC): ASTM D 3034, SDR-35 (SDR-26 if required by local authority having jurisdiction) utilizing elastomeric gasket joints.
- B. Reinforced Concrete Pipe (RCP): AASHTO M-170 with bell and spigot rubber gasket type joints or ASTM C76 (confirm class type with depth of pipe and traffic loads). Provide heavy duty RCP in paved areas when less than 2 feet of cover is available.

### 2.2 NONPRESSURE-TYPE PIPE COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined and corrosion-resistant-metal tension band and tightening mechanism on each end.
- B. Sleeve Materials:
  - 1. For Cast-Iron Soil Pipes: ASTM C 564, rubber.
  - 2. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
  - 3. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
- C. Unshielded Flexible Couplings: Elastomeric sleeve with corrosion-resistant-metal tension band and tightening mechanism on each end.
- D. Shielded Flexible Couplings: ASTM C 1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.
- E. Ring-Type Flexible Couplings: Elastomeric compression seal with dimensions to fit inside bell of larger pipe and for spigot of smaller pipe to fit inside ring.

### 2.3 CLEANOUTS

- A. Gray-Iron Cleanouts: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
  - 1. Top-Loading Classification(s): Heavy duty.
  - 2. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.

## 2.4 MANHOLES

- A. Standard Precast Concrete Manholes: **ASTM C 478 (ASTM C 478M)**, precast, reinforced concrete, of depth indicated, with provision for sealant joints.

## 2.5 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318/318R, ACI 350R, and the following:
  - 1. Cement: ASTM C 150, Type II.
  - 2. Fine Aggregate: ASTM C 33, sand.
  - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
  - 4. Water: Potable.
- B. Ballast and Pipe Supports: Portland cement design mix, **3000 psi (20.7 MPa)** minimum, with 0.58 maximum water-cementitious materials ratio.
  - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
  - 2. Reinforcement Bars: ASTM A 615/A 615M, **Grade 60 (420 MPa)**, deformed steel.

## 2.6 CATCH BASINS

- A. Standard Precast Concrete Catch Basins: **ASTM C 478 (ASTM C 478M)**, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
- B. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for A-16, structural loading. Include **24-inch (610-mm)** ID by **7- to 9-inch (178- to 229-mm)** riser with **4-inch (102-mm)** minimum width flange, and **26-inch- (660-mm-)** diameter flat grate with small square or short-slotted drainage openings.
  - 1. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Before commencing pipe installation, field verify building tie-in locations/inverts, tap locations/inverts, and all utilities crossings. Notify owner's representative of any conflicts.

### 3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.

- B. Excavate and backfill utility trenches as specified in Division 31 Section "Earth Moving" and the trench detail on the Drawings.
- C. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.
- D. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- E. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- F. Install gravity-flow, nonpressure drainage piping according to the following:
  - 1. Install piping pitched down in direction of flow, at minimum slope of 2 percent, unless otherwise indicated.
  - 2. Install piping **NPS 6 (DN 150)** and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place-concrete supports or anchors.
  - 3. Install piping below frost line.
  - 4. Install hub-and-spigot, cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook."
  - 5. Install PVC sewer piping according to ASTM D 2321 and ASTM F 1668.
- G. Clear interior of piping and manholes of dirt and superfluous material as work progresses.

### 3.3 PIPE JOINT CONSTRUCTION

- A. Where specific joint construction is not indicated, follow piping manufacturer's written instructions.
- B. Join gravity-flow, nonpressure drainage piping according to the following:
  - 1. Join hub-and-spigot, cast-iron soil piping with gasket joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.
  - 2. Join hub-and-spigot, cast-iron soil piping with calked joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for lead and oakum calked joints.
  - 3. Join PVC sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-gasket joints.
  - 4. Join dissimilar pipe materials with nonpressure-type flexible couplings.

### 3.4 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.

1. Use heavy-duty, top-loading classification cleanouts in all areas.
- B. Set cleanout frames and covers in earth in cast-in-place-concrete block, 18 by 18 by 12 inches (450 by 450 by 300 mm) deep.
- C. Set cleanout frames and covers in concrete pavement with tops flush with pavement surface.

### 3.5 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants according to ASTM C 891.
- C. Set tops of frames and covers flush with finished surface of manholes that occur in pavements.

### 3.6 CATCH BASIN INSTALLATION

- A. Set frames and grates to elevations indicated.

### 3.7 CONNECTIONS

- A. Make connections to existing piping and underground manholes.
  1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch (150-mm) overlap, with not less than 6 inches (150 mm) of concrete with 28-day compressive strength of 3000 psi (20.7 MPa).

### 3.8 FIELD QUALITY CONTROL

- A. Test new piping systems and parts of existing systems (that have been altered, extended, or repaired) for leaks and defects per pipe manufacturer's recommendations and requirements of local authorities having jurisdiction.
  1. Do not enclose, cover, or put into service any piping systems before inspection and approval is obtained.
  2. Replace any defective areas found during inspections and testing and repeat the process until results are acceptable.
  3. Project Completion Reports: Provide copies of test reports to the Owner's Representative, for each system or line, witnessed by either local authorities having jurisdiction or the Owner's testing agency per the test requirements.
- B. Visual Inspection

1. After approximately 24 inches (610 mm) of backfill and after completion of final grade (paving or landscaping installed), inspect the interior pipe runs for alignment and deflection (less than 7-1/2 percent). Utilize lamps and mirrors if necessary.
2. For pipes 30 inches (762 mm) in diameter and greater, project completion reports may consist of visual and interior measurements (conducted under proper safety guidelines) that are witnessed by local authorities or the owner's testing agency. Reports must indicate that any pipe deflection is less than 7-1/2 percent of the pipe diameter.

C. Mandrel Testing

1. Conduct for all pipes under 30 inches (762 mm) in diameter and provide project completion reports witnessed by local authorities having jurisdiction or the Owner's testing agency.
2. Install and backfill pipe runs to subgrade elevation (preferably to final grade elevation) at least 30 days prior to mandrel testing.
3. Flush and clean lines prior to utilizing a 5-point mandrel of a size not less than 92.5 percent of the pipe diameter.

D. Pressure, Infiltration, or Exfiltration Testing

1. Perform tests as required by local authorities having jurisdiction or manufacturer and provide test reports witnessed by the local authority having jurisdiction or the Owner's testing agency.
2. For low pressure piping, at no time should the internal pipe pressure exceed PSI rating of pipe.

E. For pressure piping, do not exceed manufacturer's recommendations.

END OF SECTION 33 41 00