



# **Hidalgo County Precinct 4 Recovery and Motor Pool Improvements**

**Edinburg, Texas**

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**HIDALGO COUNTY PRECINCT 4  
RECOVERY AND MOTOR POOL IMPROVEMENTS**

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**MECHANICAL/ELECTRICAL/PLUMBING ENGINEER:**

HALFF ASSOCIATES, INC.  
5000 WEST MILITARY, SUITE 100  
MCALLEN, TEXAS 78503  
P: (956) 664-0286  
F: (956) 664-0282

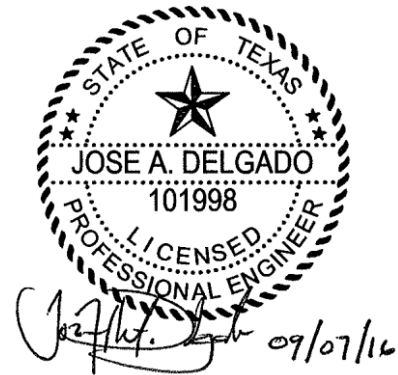
MENTON J. 'TREY' MURRAY, III, P.E.



**ELECTRICAL ENGINEER:**

HALFF ASSOCIATES, INC.  
5000 WEST MILITARY, STE. 100  
MCALLEN, TEXAS 78503  
P: (956) 664-0286  
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JOSE A. DELGADO, P.E.



**CIVIL ENGINEER:**

HALFF ASSOCIATES, INC.  
5000 WEST MILITARY, STE. 100  
MCALLEN, TEXAS 78503  
P: (956) 664-0286  
F: (956) 664-0282

RAUL GARCIA JR, P.E.



**STRUCTURAL ENGINEER:**

CHANIN ENGINEERING  
400 NOLANA, SUITE N2  
MCALLEN, TEXAS 78504  
P: (956) 687-9421  
F: (956) 687-3211

MIGUEL CHANIN, P.E.



9-7-16 *mc*

# **HIDALGO COUNTY PRECINCT 4 RECOVERY AND MOTOR POOL IMPROVMENTS**

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, 2016

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Re: **HIDALGO COUNTY “Hidalgo County Precinct 4 Recovery and Motor Pool Improvements”**

BID No: **2016-356-10-26-MEG**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/xxx

Enclosures

# REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids on: **“Recovery and Motor Pool Improvement”**

A **BIDDER’S BOND** from a reliable surety company licensed to operate in the State of Texas or certified Cashier’s Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is \$25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

**Bid Packets** may be obtained from the office of Halff Associates, Inc. 5000 West Military Ste, 100 McAllen, Texas 78503 Phone No. (956) 664-0286 for the amount of \$150.00. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be non-refundable.

**PRE-BID CONFERENCE** is scheduled for **WEDNESDAY, October 19, 2016 at 2:30P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING-PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

**UPON SUBMITTING SEALED BID**, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **2016-356-10-26-MEG–“Recovery and Motor Pool Improvement”** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

**Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**  
**Hidalgo County Purchasing Department**

**US Postal Mail/Courier Address**

**Hidalgo County New Administration Building**  
**2812 S. Business Hwy 281**  
**Edinburg, Texas 78539**

**Physical Location:**

**Hidalgo County New Administration Building**  
**2802 S. Business Hwy. 281**  
**(Southeast of Canton Rd & Business 281)**  
**Edinburg, Texas 78539**

Sealed bids will be accepted until **9:30 a.m. on Wednesday, October 26, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin (if applicable.)

**BIDS MAY BE HELD** by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

**THE COUNTY** reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

Typed written bidding RFI’s shall be faxed to: Menton J. “Trey” Murray, III @ 956-664-0282 or e-mailed to [tmurray@halff.com](mailto:tmurray@halff.com). Please call 956-664-0282 to confirm receipt of faxed RFI. RFI’s **will not be answered by phone**. NO HAND WRITTEN RFI’S will be processed/answered. All inquiries shall be forwarded by **5:00 PM Wednesday October 19, 2016**. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 p.m. Friday October 21, 2016**. Inquiries beyond this date will not be responded to. Contact project architect’s office for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit or refund.

**BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS** on this the **4th** of October 2016.

**MARTHA L. SALAZAR, CPPB**  
**HIDALGO COUNTY PURCHASING AGENT**

**REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233**



**REQUEST FOR BIDS (RFB)**

**HIDALGO COUNTY PRECINCT 4**

**“Hidalgo County Precinct 4 Recovery and Motor Pool  
Improvements”**

**BID No. 2016-356-10-26-MEG**

Acceptance Date: **October 26, 2016**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Elena Gomez, Buyer  
(956) 292-7000 Ext. 4855  
[elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us)

## LEGAL NOTICE

**BID NO: 2016-356-10-26-MEG**

1. Sealed bids will be received for the construction of: **HIDALGO COUNTY - "Hidalgo County Precinct 4 Recovery and Motor Pool Improvements"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2016-356-10-26, HIDALGO COUNTY "Hidalgo County Precinct 4 Recovery and Motor Pool Improvements"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30AM, Wednesday, October 26, 2016.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS 2016-356-10-26-MEG, HIDALGO COUNTY PRECINCT 4 RECOVERY AND MOTOR POOL IMPROVEMENTS".**

WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be hand delivered or sent to the office of project architect: Halff Associates, Inc. to the attention of, Menton J. "Trey" Murray, III via e-mail at [tmurray@halff.com](mailto:tmurray@halff.com), 5000 West Military Ste, 100, McAllen, Tx 78503 or via fax to (956) 664-0282. Please call 956-664-0286 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by 5:00PM Wednesday, October 19, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent

of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L.

Salazar, Purchasing Agent before delivery will be accepted.

- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation **BID-2016-356-10-26-MEG, HIDALGO COUNTY PRECINCT 4 RECOVERY AND MOTOR POOL IMPROVEMENTS** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Ray Eufracio, CPA, Hidalgo County Auditor**  
**2802 S. Business Hwy 281**  
**Edinburg, TX 78539**  
**(956) 318-2511**

17. Schedule

|                                   |                |                                |
|-----------------------------------|----------------|--------------------------------|
| <b>Pre-Bid Conference,</b>        | <b>2:30 PM</b> | <b><u>October 19, 2016</u></b> |
| <b>Bid Opening,</b>               | <b>9:30 AM</b> | <b><u>October 26, 2016</u></b> |
| Award of Contract                 |                | _____, 2016                    |
| Commence Work or Deliver Products |                | _____, 2016                    |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. **Register at SAMs System for Award Management at [www.sam.gov](http://www.sam.gov).**

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$100,000.

- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**NOTICE:**

**ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.**

20. **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as [Exhibit D-1](#), the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh



business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to Contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. (WHEN APPLICABLE BY STATUTE). QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **Project No. 2016-356-10-26-MEG** as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us), Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**<https://www.ethics.state.tx.us/tec/1295-Info.htm>**

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a

bid, represents to County that it meets the following requirements:

- . **Possess and submit a Certificate of Account Status indicating bidder is in “Good Standing” with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
29. Successful bidder shall warrant that all items/services shall conform with the specifications

and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***
31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
32. Respondents must provide all documentation requested with this (RFB), Request for Bid, in their response (except for the CIQ form if NON APPLICABLE). Failure to provide this information may result in rejection of the RFB as nonconforming.
32. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, except as otherwise provided, the **general contractor**/bidder shall perform no **more** than eighty percent **(80%)** of the work with his own organization, and **no less than** twenty percent **(20%)** of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to

request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the **Engineer** and obtain clarification by addendum prior to submitting any bid.

Bidder hereby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

**When applicable**, all **contractors and** subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

**BIDDERS ACKNOWLEDGEMENT**

**Bid for**

**HIDALGO COUNTY PRECINCT 4**

**“Recovery and Motor Pool Improvements”**

**BID-2016-356-10-26-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Bus. Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

**(This page must be submitted in response)**

**STATEMENT OF CREDENTIALS**  
for Facility Construction and Related Projects  
(Non-road Improvements)

- 1. GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. **All questions must be answered** and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

Date Organized: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_

Office Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Number of years in business under present name: \_\_\_\_\_

Type of work performed by your company: \_\_\_\_\_

\_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

- 2. EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: \_\_\_\_\_

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

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

2. Owner: \_\_\_\_\_

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

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

3. Owner: \_\_\_\_\_

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

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

4. Owner: \_\_\_\_\_

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

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

5. Owner: \_\_\_\_\_

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

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

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Failure to submit the information as required may result in a disqualification of your bid.

[illegible]



- 5. PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the **general contractor/bidder** shall perform no **more** than eighty percent **(80%)** of the work with his own organization, and **no less than** twenty percent **(20%)** of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder hereby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**Subscribed and sworn** to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas

My commission expires \_\_\_\_\_

## **INFORMATION FOR BIDDERS**

### **1. Receipt and Opening of Bids**

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday, October 26, 2016 at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

### **2. Preparation of Bid**

Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

### **3. Subcontracts**

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

- a** Must be acceptable to the Owner after verification of the current eligibility status, and,
- b** Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

### **4. Telegraphic Modification**

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

## **5. Method of Bidding**

The Owner invites the following bid(s):      Project Name:\_\_\_\_\_

## **6. Qualifications of Bidder**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

## **7. Bid Security**

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

## **8. Liquidated Damages for Failure to enter into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

## **9. Time of Completion and Liquidated Damages**

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **60 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## **10. Condition of Work**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

## **11. Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Halff Associates, Inc., 5000 West Military Ste. 100, McAllen, Texas 78503 attn: Menton J. "Trey" Murray, III and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## **12. Security for Faithful Performance**

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

## **13. Power of Attorney**

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **14. Notice of Special Conditions**

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

- a** Inspection and testing of materials
- b** Insurance requirements
- c** Wage rates
- d** States allowances

## **15. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### **16. Method of Award – Lowest Qualified Bidder**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

#### **17. Obligation of Bidder**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Supplement to Form HUD-4238-B®  
INFORMATION FOR BIDDERS**

**18. SAFETY STANDARDS AND ACCIDENTS PREVENTION**

With respect to all work performed under this contract, the contractor shall:

- 1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.
- 2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

## **SPECIAL PROVISIONS**

- 1.** The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.
- 2.** It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
- 3.** Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
- 4.** In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility
- 5.** The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
- 6.** Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
- 7.** In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.
- 8.** Prospective bidders should make a careful examination of the projects sites.
- 9.** Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.
- 10.** No open trenches or excavation shall be left open overnight.



## SEALED BID FORM

PROJECT: Hidalgo County Precinct 4, Recovery and Motor Pool Improvements  
1051 North Doolittle Road  
Edinburg, Texas

DATE: Wednesday, October 26, 2016

TIME: 9:30 A.M.

TO: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

1. Pursuant to and in compliance with the invitation to Bid and the proposed contract documents dated September 7, 2016, and relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, for the following sum of money:

- A. Base Bid - All labor, materials, services, and equipment necessary for the work shown on drawings and specification by the date set forth as the completion date of the project.

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

2. If Awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance coverage, with the Owner for the entire work as per the Contract Documents within ten (10) days after the Notice of Award. It is agreed that his proposal is subjected to the owner's acceptance for a period of ninety (90) days from the above date.
3. Enclosed is a Certificate Check or Bidders Bond in the amount of \$\_\_\_\_\_ in compliance with the specifications requirements. (5% of highest amount bid) The above check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance are not within the time set forth above.
4. Extra Work:  
The undersigned agrees that should any change in the work or extra work be ordered, the allowance for overhead and profit contained shall be ten (10%) percent.

The undersigned agrees to the following:

- A. To furnish all labor and materials as shown, specified, and reasonably inferred.
- B. To complete the base proposal including anticipated delay days to inclement weather or muddy ground conditions in 60 calendar days from issuance of Notice to Proceed.

5. Receipt is acknowledged of the following addendums

No. \_\_\_\_\_ Date: \_\_\_\_\_ No. \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Date: \_\_\_\_\_ No. \_\_\_\_\_ Date: \_\_\_\_\_

6. The bidder attest and affirms that he and his subcontractors are skilled experienced in the use and interpretation of plans, specifications addenda, and related bid documents and has found them to be free of conflict and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the site of the work, and through his own personal observations has satisfied himself as to the nature, location and requirement of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his bid solely on these documents and personal observation and has not relied in any way explanation or interpretation and or written from any source other than those written and issued by the Engineer.
7. The Bidder agrees that the owner has the right to accept or reject any or all bids and to waive all informalities.
8. The undersigned bidder, by signing and executing this bid, certifies and represents to Hidalgo County that bidder has nor offered, conferred or agreed to confer any pecuniary benefits, as defined by TEX. PENAL CODE ANN. S218, or any other thing or value, as consideration for the receipt of information or any specs treatment or advantage relating to this bid; the Bidder also certifies, and presents, that the Bidder has not offered, conferred or agreed to confer any penicuniary benefit or other thing conferred of value as consideration not authorized by the law, the bidder also certifies and represents that bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the bidder further certifies and represents that bidder has not violated any state, federal or local low, regulation or ordinance relating to bribery, improper influence, collusion or that the bidder will not, in the future, offer, confer, to agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Hidalgo County, in return for the person having exercised the person's official discretion, power or duty with respect to this bid, the Bidder certifies and represents that is has now, and will not in the future, offer, confer, or agree to confer a pecuniary benefit or other thing of value of any officer, trustee, agent, or employee of the Hidalgo County in connection with information regarding this bid; the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Respectfully submitted;

Proposal Prepared By:

Bidder: \_\_\_\_\_  
Name of Firm

Signed by: \_\_\_\_\_

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

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

\_\_\_\_\_

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

Phone No: \_\_\_\_\_

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

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

Website: \_\_\_\_\_

(Seal if bidder is a corporation)

END OF SECTION

**HIDALGO COUNTY**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_

\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain BID, attached hereto and  
hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

By:\_\_\_\_\_

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS   §  
                                          §  
COUNTY OF HIDALGO   §

**CONSTRUCTION CONTRACT**  
**C-XX-XXX-XX-XX**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by and between Hidalgo County (hereinafter called the "OWNER," and, \_\_\_\_\_ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**NAME OF PROJECT**

Hereinafter called the project, for the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by \_\_\_\_\_ engineer, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within \_\_\_\_\_ consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$\_\_\_\_\_ for \_\_\_\_\_ each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, \_\_\_\_\_, 2\_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Fed I.D. #/SS #: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_,  
2\_\_\_\_\_, by \_\_\_\_\_ Of and on behalf of \_\_\_\_\_  
(Title) (A corporation)

\_\_\_\_\_  
Notary Public-Signature

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Atlas, Hall & Rodriguez, LLP

DATE: \_\_\_\_\_

ATTEST:

COUNTY OF HIDALGO:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Ramon Garcia, County Judge

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of .....)

County of.....)

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is \_\_\_\_\_, of  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative;, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me on this \_\_\_\_\_

Day of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

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**PAYMENT BOND**

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_,  
a (2) \_\_\_\_\_, hereinafter called  
Principal and (3) \_\_\_\_\_ of  
\_\_\_\_\_, hereinafter called the  
Surety, are held and firmly bound unto (4) \_\_\_\_\_ of  
\_\_\_\_\_, hereinafter called Owner, and unto all persons,  
firms, and corporations who may furnish materials for, or perform labor  
upon the building or improvements hereinafter referred to the penal sum  
of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in lawful money of the  
United States to be paid in (5) \_\_\_\_\_, for the  
payment of which sum well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, and successors, jointly and severally,  
firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal  
entered into a certain contract with (6) \_\_\_\_\_,  
\_\_\_\_\_, the Owner, dated  
the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_, a copy of which is  
hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #** \_\_\_\_\_

---

---

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the  
-1- Principal shall promptly make payment to all claimants as defined  
in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by  
House Bill 344, Act 56<sup>th</sup> Legislature, Regular Session, 1925 effective  
April 27, 1959, supplying labor and materials in the prosecution of  
the work provided for in said Contract, then this obligation shall be  
null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all  
claimants supplying labor and material in the prosecution of the work  
provided for in said Contract, and all such claimants shall have a  
direct right of action under the bond as provided in Article 5160,  
Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56<sup>th</sup>  
Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue  
shall lie in Hidalgo County, State of Texas, and that the said surety,

for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ . A.D., 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

Principal \_\_\_\_\_  
By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

(Address) \_\_\_\_\_

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: \_\_\_\_\_

## PAYMENT BOND FORM

\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: \_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address)(Affix Corporate SEAL)

BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

## CERTIFICATES AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf of the  
Principal was then \_\_\_\_\_ of said corporation; and I  
know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed, and attested for and in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_  
(TITLE)  
DATE \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

Telephone Number: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. Total  
amount of premium charge \$ \_\_\_\_\_.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of  
person signing for surety company must be attached.)

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**PERFORMANCE BOND**  
**(To be used in Texas under V.A.T.S. 5160)**

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_, a (2) \_\_\_\_\_ OF \_\_\_\_\_, hereinafter called Principal and (3) \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto (4) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called Owner, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in lawful money of the United States to be paid in (5) \_\_\_\_\_, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) \_\_\_\_\_, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT # \_\_\_\_\_**

hereinafter called the "Work").

---

---

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ . A.D.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

Principal \_\_\_\_\_  
By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

NOTE: If Contractor is a partnership, all partners should execute bond.

## PERFORMANCE-PAYMENT BOND FORM

\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: \_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address)(Affix Corporate SEAL)

BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

## CERTIFICATES AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf of the  
Principal was then \_\_\_\_\_ of said corporation; and I  
know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed, and attested for and in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_  
(TITLE)  
DATE \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

Telephone Number: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. Total  
amount of premium charge \$ \_\_\_\_\_.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of  
person signing for surety company must be attached.)

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## **EXHIBIT “C”**

### **Insurance Requirements**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- ☐ have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.
2. Bonds: \_\_\_\_\_.
3. Certificates: \_\_\_\_\_.
4. Permits: \_\_\_\_\_.
5. Other: \_\_\_\_\_.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

|              |  |                                 |                                                                                                                                                                                                             |                 |  |
|--------------|--|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--|
| <b>ACORD</b> |  | <b>CERTIFICATE OF INSURANCE</b> |                                                                                                                                                                                                             | DATE (MM/DD/YY) |  |
| PRODUCER     |  |                                 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                 |  |
|              |  |                                 |                                                                                                                                                                                                             |                 |  |
| INSURED      |  |                                 | <b>INSURERS AFFORDING COVERAGE</b>                                                                                                                                                                          |                 |  |
|              |  |                                 | INSURER A:                                                                                                                                                                                                  |                 |  |
|              |  |                                 | INSURER B:                                                                                                                                                                                                  |                 |  |
|              |  |                                 | INSURER C:                                                                                                                                                                                                  |                 |  |
|              |  |                                 | INSURER D:                                                                                                                                                                                                  |                 |  |
|              |  |                                 | INSURER E:                                                                                                                                                                                                  |                 |  |

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                 | TYPE OF INSURANCE                                                                             | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                             |    |
|------------------------------------------|-----------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|----------------------------------------------------|----|
| A                                        | <b>GENERAL LIABILITY</b>                                                                      |               |                                  |                                   | EACH OCCURRENCE                                    | \$ |
|                                          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                         |               |                                  |                                   | FIRE DAMAGE (Any one fire)                         | \$ |
|                                          | <input type="checkbox"/> CLAIMS MADE    OCCUR                                                 |               |                                  |                                   | MEDICAL (Any one person)                           | \$ |
|                                          | <input type="checkbox"/> OWNER'S & CONT. PROT                                                 |               |                                  |                                   | PERSONAL & ADV INJURY                              | \$ |
|                                          | <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY                                         |               |                                  |                                   | GENERAL AGGREGATE                                  | \$ |
|                                          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                            |               |                                  |                                   | PRODUCTS - COMP/OP                                 | \$ |
|                                          | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |               |                                  |                                   |                                                    |    |
| B                                        | <b>AUTOMOBILE LIABILITY</b>                                                                   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident)                | \$ |
|                                          | <input type="checkbox"/> ANY AUTO                                                             |               |                                  |                                   | BODILY INJURY (Per person)                         | \$ |
|                                          | <input type="checkbox"/> ALL OWNED AUTOS                                                      |               |                                  |                                   | BODILY INJURY (Per accident)                       | \$ |
|                                          | <input type="checkbox"/> SCHEDULED AUTOS                                                      |               |                                  |                                   | PROPERTY DAMAGE (Per accident)                     | \$ |
|                                          | <input type="checkbox"/> HIRED AUTOS                                                          |               |                                  |                                   |                                                    |    |
| <input type="checkbox"/> NON-OWNED AUTOS |                                                                                               |               |                                  |                                   |                                                    |    |
| C                                        | <b>GARAGE LIABILITY</b>                                                                       |               |                                  |                                   | AUTO ONLY-EA ACCIDENT                              | \$ |
|                                          | <input type="checkbox"/> ANY AUTO                                                             |               |                                  |                                   | OTHER THAN AUTO ONLY    EA ACC AGG                 | \$ |
|                                          | <b>EXCESS LIABILITY</b>                                                                       |               |                                  |                                   | EACH OCCURRENCE                                    | \$ |
|                                          | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                           |               |                                  |                                   | AGGREGATE                                          | \$ |
|                                          | <input type="checkbox"/> DEDUCTIBLE                                                           |               |                                  |                                   |                                                    | \$ |
| <input type="checkbox"/> RETENTION \$    |                                                                                               |               |                                  |                                   | \$                                                 |    |
| D                                        | <b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>                                          |               |                                  |                                   | WC STATUTORY LIMITS <input type="checkbox"/> OTHER |    |
|                                          |                                                                                               |               |                                  |                                   | E.L. EACH ACCIDENT                                 | \$ |
|                                          |                                                                                               |               |                                  |                                   | E.L. DISEASE-EA EMPLOYEE                           | \$ |
|                                          |                                                                                               |               |                                  |                                   | E.L. DISEASE-POLICY LIMIT                          | \$ |
|                                          | <b>OTHER</b>                                                                                  |               |                                  |                                   |                                                    |    |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

|                                                                                                                               |                                           |                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER                                                                                                            | ADDITIONAL INSURED; INSURER LETTER: _____ | CANCELLATION                                                                                                                                                                                                                                                                                                                               |
| <b>Hidalgo County</b><br><b>Attn: Purchasing Department</b><br><b>2812 S Highway Bus. 281</b><br><b>Edinburg, Texas 78539</b> |                                           | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |
|                                                                                                                               |                                           | AUTHORIZED REPRESENTATIVE                                                                                                                                                                                                                                                                                                                  |

## **GENERAL CONDITIONS OF THE AGREEMENT**

### **1. GENERAL**

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

### **2. REGULATIONS AND DISCREPANCIES**

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

### **3. ENGINEER**

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm \_\_\_\_\_

### **4. INTERPRETATION OF PHRASES**

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

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# Title 29 - LABOR

## Subtitle A - Office of the Secretary of Labor

### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

- Sec.
- 3.1 Purpose and scope
  - 3.2 Definitions
  - 3.3 Weekly statement with respect to payment of wages
  - 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
  - 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
  - 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
  - 3.7 Applications for the approval of the Secretary of Labor
  - 3.8 Action by the Secretary of Labor upon applications.
  - 3.9 Prohibited payroll deductions.
  - 3.10 Methods of payment of wages.
  - 3.11 Regulations part of contract.

**AUTHORITY:** The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

**SOURCE:** The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

#### Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions

- (b) The terms construction," 4; prosecution,"

which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

#### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

#### *Copeland A ct Regulations*

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

@'completion," or repair" mean all types of work done

on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

### **Section 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

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### **Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures



prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

### **Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not

employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

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governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a

third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.  
(36 F.R. 9770, May 28, 1971.)

### **Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

- (b) The deduction is not otherwise prohibited by law;

- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

- (d) The deduction serves the convenience and interest of the employee.

### **Section 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.

- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set

forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(36 F.R. 9770, May 29, 1971.)

- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

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(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

#### **Section 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

#### **Section 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

#### **Section 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

#### **Section 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

---

#### 1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

## 1.02 Terminology

### A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

### B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

### C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

### D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other

specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 - PRELIMINARY MATTERS

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### 2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

### 2.02 Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

#### 2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

#### 2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into

component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

#### 2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

#### 2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

#### 3.02 *Reference Standards*

##### A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.03 *Reporting and Resolving Discrepancies*

##### A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

##### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

#### 3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

#### 3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

### ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

#### 4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or

restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-



ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the

necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

#### C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
  - a. reviewing and checking all such information and data,
  - b. locating all Underground Facilities shown or indicated in the Contract Documents,
  - c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

#### 4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition;

(ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05.

OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Compa-

nies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

### 5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### 5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with

30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

#### 5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to

paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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#### 6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of

construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

#### 6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

#### 6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly



run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

#### 6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be

considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

#### 2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

**B. *Substitute Construction Methods or Procedures:***

If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

**C. *Engineer's Evaluation:*** ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a

substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

**D. *Special Guarantee:*** OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

**E. *ENGINEER's Cost Reimbursement:*** ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

**F. *CONTRACTOR's Expense:*** CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

**6.06 *Concerning Subcontractors, Suppliers, and Others***

**A.** CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

**B.** If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRAC-

TOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

#### 6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

#### 6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.11 *Use of Site and Other Areas*

##### A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures*: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

#### 6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

#### D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

#### E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

#### F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

#### 6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

#### 6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

## 6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and

other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## ARTICLE 7 - OTHER WORK

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### 7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of



such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

### ARTICLE 8 - OWNER'S RESPONSIBILITIES

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#### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

#### 8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

#### 8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

#### 8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

#### 8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

#### 8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

#### 8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

#### 8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

#### 8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

#### 8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

### ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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#### 9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

#### 9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and

observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents.

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

#### 9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

#### 9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

#### 9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the

applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

#### 10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

#### 10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days

after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

#### ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

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##### 11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of

CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### 11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

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#### 12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03 ); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;



b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

## 12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones)

will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

## 12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

## 12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

## 12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

#### ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

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##### 13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

##### 13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

##### 13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

##### 13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

#### 13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

#### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

#### 13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice

to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND  
COMPLETION

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14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

#### *C. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

#### *D. Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

#### 14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion,

ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

##### B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

##### C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

#### 14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not



fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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#### 15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

#### 15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

#### 15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon

seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

### ARTICLE 16 - DISPUTE RESOLUTION

#### 16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions.

If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

### ARTICLE 17 - MISCELLANEOUS

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#### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### 17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

#### 17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.



## **SUPPLEMENTAL GENERAL CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

**SC-6.10** Delete paragraph 6.10 in its entirety and insert the following in its place:

*The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".*

**SC-11.01** Delete paragraph 11.01 in its entirety.

**SC-11.02** Delete paragraph 11.02 in its entirety.

**SC-12.01B.25 & B.3.** Delete paragraph 12.01B.2 & B.3 in its entirety.

**SC-12.01.C.2** Delete paragraph 12.01.C.2 in its entirety.

**SC Article 14.02 C.1** Replace "**Ten days**" with "**Thirty days**" to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

**SC Article 16** Add the following language at the end of the paragraph of Article 16:

*There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:*

## **GENERAL PREVAILING WAGE LEGAL REQUIREMENTS**

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

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**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|                                                       | Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                       | Check appropriate box for federal tax classification (required):<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  |
|                                                       | <input type="checkbox"/> Exempt payee                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|                                                       | Address (number, street, and apt. or suite no.)<br>City, state, and ZIP code<br>List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                      |  |
| Requester's name and address (optional)               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |   |  |
|--------------------------------|--|--|--|---|--|--|---|--|
| Social security number         |  |  |  |   |  |  |   |  |
|                                |  |  |  | - |  |  | - |  |
| Employer identification number |  |  |  |   |  |  |   |  |
|                                |  |  |  | - |  |  |   |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

|              |                               |        |
|--------------|-------------------------------|--------|
| Sign<br>Here | Signature of<br>U.S. person ▶ | Date ▶ |
|--------------|-------------------------------|--------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                              |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 9                                    |
| Broker transactions                                                                    | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 5                                         |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 7 <sup>2</sup>                 |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

| For this type of account:                                                                                                                                                                   | Give name and SSN of:                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual                                                                                                                                                                               | The individual                                                                                          |
| 2. Two or more individuals (joint account)                                                                                                                                                  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)                                                                                                                                | The minor <sup>2</sup>                                                                                  |
| 4. a. The usual revocable savings trust (grantor is also trustee)                                                                                                                           | The grantor-trustee <sup>3</sup>                                                                        |
| b. So-called trust account that is not a legal or valid trust under state law                                                                                                               | The actual owner <sup>4</sup>                                                                           |
| 5. Sole proprietorship or disregarded entity owned by an individual                                                                                                                         | The owner <sup>3</sup>                                                                                  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))                                                                               | The grantor*                                                                                            |
| For this type of account:                                                                                                                                                                   | Give name and EIN of:                                                                                   |
| 7. Disregarded entity not owned by an individual                                                                                                                                            | The owner                                                                                               |
| 8. A valid trust, estate, or pension trust                                                                                                                                                  | Legal entity <sup>4</sup>                                                                               |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                                                                                                   | The corporation                                                                                         |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization                                                                                                 | The organization                                                                                        |
| 11. Partnership or multi-member LLC                                                                                                                                                         | The partnership                                                                                         |
| 12. A broker or registered nominee                                                                                                                                                          | The broker or nominee                                                                                   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity                                                                                       |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))                                           | The trust                                                                                               |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department  
thru Facsimile: (956) 318-2629 or (956) 292-7612  
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539  
or e-mail: purchasing@co.hidalgo.tx.us

|                                                                                                                                                                                                                                                                                                         |                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Company Name:                                                                                                                                                                                                                                                                                           | Telephone No. (      )                                        |
| dba Name:                                                                                                                                                                                                                                                                                               |                                                               |
| Legal Name:                                                                                                                                                                                                                                                                                             |                                                               |
| Mailing Address:                                                                                                                                                                                                                                                                                        | Fax No. (      )                                              |
| Physical Address:                                                                                                                                                                                                                                                                                       |                                                               |
| City, State, Zip                                                                                                                                                                                                                                                                                        | Tax I.D. No.                                                  |
| Remit to Address :                                                                                                                                                                                                                                                                                      | City, State, Zip                                              |
| E-Mail Address:                                                                                                                                                                                                                                                                                         |                                                               |
| Representative(s) Name(s) & Title(s)                                                                                                                                                                                                                                                                    |                                                               |
| Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit<br><input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify    |                                                               |
| State Identification No. _____ (Please attached completed W-9 form with this application)<br>Federal Identification No. or (if individual) SS No.                                                                                                                                                       |                                                               |
| State of Incorporation: _____ Date: _____ Other: _____                                                                                                                                                                                                                                                  |                                                               |
| Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker<br><input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify |                                                               |
| <b><u>Name &amp; Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</u></b>                                                                                                                                                                                                       |                                                               |
| <b><u>Small and/or Disadvantaged Business Information (check application criteria)</u></b>                                                                                                                                                                                                              |                                                               |
| <b><u>Small Business:</u></b>                                                                                                                                                                                                                                                                           | <b><u>Disadvantaged Business (At Least 51% Ownership)</u></b> |
| <input type="checkbox"/> Less than 125,000 annual gross receipt                                                                                                                                                                                                                                         | <input type="checkbox"/> Black American                       |
| <input type="checkbox"/> Less than 250,000 annual gross receipt                                                                                                                                                                                                                                         | <input type="checkbox"/> Hispanic American                    |
| <input type="checkbox"/> Less than 499,000 annual gross receipt                                                                                                                                                                                                                                         | <input type="checkbox"/> Asian Pacific American               |
| <input type="checkbox"/> More than 500,000 annual gross receipt                                                                                                                                                                                                                                         | <input type="checkbox"/> Native American                      |
|                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> Women                                |
|                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> Other                                |
| Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                        |                                                               |
| Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                          |                                                               |
| What type of product(s) is/are solicited by your company?:                                                                                                                                                                                                                                              |                                                               |
| Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                          |                                                               |
| <b>To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____</b><br><b>Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____</b>                                                                                                |                                                               |

### **HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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### **LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ****For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## **SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS**

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statutes of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statutes of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

Contractor

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## GOVERNMENT CODE

### CHAPTER 2258. PREVAILING WAGE RATES

#### SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

#### SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of

Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.

Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

**§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.**

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

**§Sec. 2258.024. RECORDS.**

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

**§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED.** This chapter does not prohibit the payment to a worker employed on a public work an amount

greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

#### SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator

before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

- (1) penalties as provided by Section 2258.023 and this section; and
- (2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold



money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

- (1) a fine not to exceed \$500;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

## **Prevailing Wage Rates Certification Statement**

**Date** \_\_\_\_\_

**Project Name** \_\_\_\_\_

**CSJ#** \_\_\_\_\_

**Contractor** \_\_\_\_\_

**Application#** \_\_\_\_\_

**I, \_\_\_\_\_ do hereby state:**  
**(Name of Project Director)**

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

\_\_\_\_\_  
**Signature**

**PAYROLL**  
See: See Instr

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

ADDRESS

OMB No.: 1215-0149  
Expires: 03/31/2006

Expires: 03/31/2006

PROJECT OR CONTRACT NO.

[illegible]

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date \_\_\_\_\_

(Name of Signatory Party) \_\_\_\_\_ (Title) \_\_\_\_\_  
no hereby state

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_

(Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_

(Building or Work) \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_

day of \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_

(Contractor or Subcontractor) \_\_\_\_\_ from the full \_\_\_\_\_

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (40 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That \_\_\_\_\_

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |

REMARKS

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 120 OF TITLE 18 AND SECTION 1001 OF TITLE 18 OF THE UNITED STATES CODE

General Decision Number: TX160305 01/08/2016 TX305

Superseded General Decision Number: TX20150305

State: Texas

Construction Type: Building

County: Hidalgo County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

|                     |                  |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0                   | 01/08/2016       |

BOIL0074-003 01/01/2014

|                  | Rates    | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 23.14 | 21.55   |

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ENGI0178-005 06/01/2014

|                                                                        | Rates    | Fringes |
|------------------------------------------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR                                               |          |         |
| (1) Tower Crane.....                                                   | \$ 29.00 | 10.60   |
| (2) Cranes with Pile<br>Driving or Caisson<br>Attachment and Hydraulic |          |         |
| Crane 60 tons and above.....                                           | \$ 28.75 | 10.60   |
| (3) Hydraulic cranes 59<br>Tons and under.....                         | \$ 27.50 | 10.60   |

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\* IRON0084-011 06/01/2015

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 23.02 | 6.35    |

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PLUM0412-004 04/01/2013

| Rates | Fringes |
|-------|---------|
|-------|---------|

|              |          |       |
|--------------|----------|-------|
| PLUMBER..... | \$ 31.14 | 12.43 |
|--------------|----------|-------|

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SUTX2014-031 07/21/2014

|                                                                               | Rates    | Fringes |
|-------------------------------------------------------------------------------|----------|---------|
| BRICKLAYER.....                                                               | \$ 16.17 | 0.00    |
| CARPENTER.....                                                                | \$ 14.21 | 2.22    |
| CEMENT MASON/CONCRETE FINISHER...                                             | \$ 12.46 | 0.00    |
| ELECTRICIAN.....                                                              | \$ 18.44 | 4.53    |
| INSULATOR - MECHANICAL<br>(Duct, Pipe & Mechanical<br>System Insulation)..... | \$ 11.54 | 2.17    |
| IRONWORKER, REINFORCING.....                                                  | \$ 12.01 | 0.00    |
| IRONWORKER, STRUCTURAL.....                                                   | \$ 15.04 | 4.34    |
| LABORER: Common or General.....                                               | \$ 8.00  | 0.00    |
| LABORER: Mason Tender - Brick...                                              | \$ 10.00 | 0.00    |
| LABORER: Mason Tender -<br>Cement/Concrete.....                               | \$ 10.89 | 0.96    |
| LABORER: Pipelayer.....                                                       | \$ 11.00 | 3.47    |
| LABORER: Roof Tearoff.....                                                    | \$ 10.06 | 0.00    |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....                                  | \$ 14.04 | 1.01    |
| OPERATOR: Bobcat/Skid<br>Steer/Skid Loader.....                               | \$ 13.93 | 0.00    |
| OPERATOR: Bulldozer.....                                                      | \$ 18.29 | 1.31    |
| OPERATOR: Drill.....                                                          | \$ 16.22 | 0.34    |
| OPERATOR: Forklift.....                                                       | \$ 14.83 | 0.00    |
| OPERATOR: Grader/Blade.....                                                   | \$ 10.00 | 0.00    |
| OPERATOR: Loader.....                                                         | \$ 12.87 | 0.70    |
| OPERATOR: Mechanic.....                                                       | \$ 17.00 | 0.00    |
| OPERATOR: Paver (Asphalt,<br>Aggregate, and Concrete).....                    | \$ 16.03 | 0.00    |
| OPERATOR: Roller.....                                                         | \$ 12.70 | 0.00    |
| PAINTER (Brush, Roller, and<br>Spray).....                                    | \$ 11.27 | 0.00    |
| PIPEFITTER.....                                                               | \$ 15.22 | 3.16    |

|                                                             |          |      |
|-------------------------------------------------------------|----------|------|
| ROOFER.....                                                 | \$ 11.42 | 0.00 |
| SHEET METAL WORKER (HVAC Duct<br>Installation Only).....    | \$ 18.40 | 2.12 |
| SHEET METAL WORKER, Excludes<br>HVAC Duct Installation..... | \$ 21.13 | 6.53 |
| TILE FINISHER.....                                          | \$ 11.22 | 0.00 |
| TILE SETTER.....                                            | \$ 12.15 | 0.00 |
| TRUCK DRIVER: Dump Truck.....                               | \$ 12.39 | 1.18 |
| TRUCK DRIVER: Flatbed Truck.....                            | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer<br>Truck.....                    | \$ 12.50 | 0.00 |
| TRUCK DRIVER: Water Truck.....                              | \$ 12.00 | 4.11 |

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is a union rate (current union negotiated rate for local),  
a survey rate (weighted average rate) or a union average rate  
(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed  
in dotted lines beginning with characters other than "SU" or  
"UAVG" denotes that the union classification and rate were  
prevailing for that classification in the survey. Example:  
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of  
the union which prevailed in the survey for this  
classification, which in this example would be Plumbers. 0198  
indicates the local union number or district council number  
where applicable, i.e., Plumbers Local 0198. The next number,  
005 in the example, is an internal number used in processing  
the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests



for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

□

CHANGE ORDER NUMBER ONE(1)

Project: \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

OWNER'S CONTRACT NO: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ ENGINEER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You ar directed to make the following changes in the Contract Documents.

Description: 1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

Reason for Change Order: 1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

Attachments:

| CHANGE IN CONTRACT PRICE:                      |                                                       | CHANGE IN CONTRACT TIME:                      |  |
|------------------------------------------------|-------------------------------------------------------|-----------------------------------------------|--|
| Original Contract Price                        |                                                       | Original Contract Time for                    |  |
| \$ 0.00                                        |                                                       | Substantial Completion: 0                     |  |
|                                                |                                                       | calendar days or dates                        |  |
| Net Changes from previous Change Order         |                                                       | Net Change from previous Change Orders        |  |
| \$ 0.00                                        |                                                       | 0                                             |  |
|                                                |                                                       | calendar days                                 |  |
| Contract Price prior to this Change Order      |                                                       | Contract Time prior to this Change Order      |  |
| \$ 0.00                                        |                                                       | Substantial Completion: 0                     |  |
|                                                |                                                       | calendar days or dates                        |  |
| Net Increase(decrease) of this Change Order    |                                                       | Net Increase(decrease) of this Change Order   |  |
| \$ 0.00                                        |                                                       | 0                                             |  |
|                                                |                                                       | calendar days                                 |  |
| Contract Price with all approved Change Orders | Net % increase(decrease)from original contract price. | Contract Time with all approved Change Orders |  |
| \$ 0.00                                        | #DIV/O! %                                             | Substantial Completion: 0                     |  |
|                                                |                                                       | calendar days or dates                        |  |

|                                              |                                           |                                                |
|----------------------------------------------|-------------------------------------------|------------------------------------------------|
| RECOMMENDED:                                 | APPROVED:                                 | ACCEPTED:                                      |
| By: _____<br>Engineer (Authorized Signature) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized Signature) |
| Date: _____                                  | Date: _____                               | Date: _____                                    |

Exhibit E-B

## APPLICATION FOR PAYMENT NO.

To: \_\_\_\_\_ (OWNER)  
From: \_\_\_\_\_ (CONTRACTOR)  
Contract: \_\_\_\_\_  
Project: \_\_\_\_\_  
Owner's Contract No. \_\_\_\_\_ Engineer's Project No. \_\_\_\_\_  
For Work accomplished through the date of: \_\_\_\_\_

- 
- |                                                                  |       |
|------------------------------------------------------------------|-------|
| 1. Original Contract Price:                                      | _____ |
| 2. Net change by Change Order and Written Agreements(+or-):      | _____ |
| 3. Current Contract Price (1 plus 2):                            | _____ |
| 4. Total completed and stored to date:                           | _____ |
| 5. Retainage (per Agreement):                                    | _____ |
| <u>10%</u> of completed Work:                                    | _____ |
| _____ of stored material                                         | _____ |
| Total Retainage:                                                 | _____ |
| 6. Total completed and stored to date less retainage (4 minus 5) | _____ |
| 7. Less previous Application for Payments:                       | _____ |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)                       | _____ |
- 

Accompanying Documentation:

### CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through   2   inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

State of \_\_\_\_\_  
County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date \_\_\_\_\_

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_

**Exhibit E-C**

**PROPOSER'S AFFIDAVIT**  
**Exhibit "E"**

|                                                                                              |
|----------------------------------------------------------------------------------------------|
| <b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION<br/>NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</b> |
|----------------------------------------------------------------------------------------------|

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

\_\_\_\_\_  
Signature/Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_, 20\_\_\_\_

| Contractor Name  | Starting Date | Project Ending Date | Retainage Percent |
|------------------|---------------|---------------------|-------------------|
| ABC Construction | 2023-01-15    | 2023-06-30          | 10%               |
| XYZ Builders     | 2023-03-01    | 2023-09-15          | 15%               |
| DEF Contractors  | 2023-02-10    | 2023-07-31          | 12%               |
| GHI Enterprises  | 2023-04-05    | 2023-10-31          | 18%               |
| JKL Builders     | 2023-01-20    | 2023-08-15          | 11%               |
| MNO Contractors  | 2023-03-15    | 2023-11-30          | 20%               |
| PQR Enterprises  | 2023-02-25    | 2023-09-30          | 14%               |
| STU Builders     | 2023-04-10    | 2023-12-15          | 16%               |
| VWX Contractors  | 2023-01-30    | 2023-07-15          | 9%                |
| YZA Enterprises  | 2023-03-20    | 2023-10-31          | 17%               |

Application No.  
Application Date:  
Period To:  
Engineer Firm

[illegible]

## PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

The undersigned contracted with \_\_\_\_\_  
\_\_\_\_\_ to furnish  
in connection with certain improvements to real property located in \_\_\_\_\_  
County, Texas, and owned by \_\_\_\_\_  
Which improvements are described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of Pay Estimate No \_\_\_\_\_ in the amount of \_\_\_\_\_  
\_\_\_\_\_ DOLLAR(\$ \_\_\_\_\_) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and  
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's  
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real  
property on account of any labor performed or materials furnished or to be furnished or labor  
performed and materials furnished by the undersigned pursuant to the above-mentioned contract  
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the  
erection and construction of such improvements on the Property have been fully paid and  
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for  
material or labor against said Property arising out of any bills for material or labor in connection  
with the erection or construction of said improvements thereon, Undersigned will obtain a  
settlement of such lien or liens and a proper release thereof shall be obtained.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ to  
certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

**Exhibit E-I**

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**Prevailing Wage Rates  
Certification Statement**

**Date** \_\_\_\_\_

**Project Name** \_\_\_\_\_

**CSJ#** \_\_\_\_\_

**Contractor** \_\_\_\_\_

**Application#** \_\_\_\_\_

**I, \_\_\_\_\_ do hereby state:**  
**(Name of Project Director)**

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

\_\_\_\_\_  
Signature

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## Certificate of Substantial Completion

**PROJECT:**

**PROJECT NUMBER:**

**OWNER:** **HIDALGO COUNTY PRECINCT NO. \_\_\_\_**

**CONTRACTOR:**

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

|                   |             |                           |
|-------------------|-------------|---------------------------|
| _____<br>Engineer | _____<br>By | _____<br>Date of Issuance |
|-------------------|-------------|---------------------------|

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$\_\_\_\_\_.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by \_\_\_\_\_  
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at \_\_\_\_\_ am/pm on \_\_\_\_\_.  
Date

|                |             |               |
|----------------|-------------|---------------|
| _____<br>Owner | _____<br>By | _____<br>Date |
|----------------|-------------|---------------|

|                                       |
|---------------------------------------|
| CERTIFICATE OF CONSTRUCTION COMPETION |
|---------------------------------------|

THIS IS TO CERTIFY THAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A  
FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CONSTRUCTION CONTRACTOR: \_\_\_\_\_  
OF THE CITY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

PROJECT DESCRIPTION

CONSTRUCTION OF \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
Located in or near the City/Precinct Of \_\_\_\_\_

THIS IS TO CERTIFY”

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:  
\_\_\_\_\_
2. That the sum of \_\_\_\_\_, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a “Certificate of Release” starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5. Amount of Original Contract \_\_\_\_\_  
Present Amount of Contract \_\_\_\_\_  
Total Amount of earned to Date \_\_\_\_\_  
Less: previous payments \_\_\_\_\_  
Balance \_\_\_\_\_  
Authorized deductions \_\_\_\_\_  
AMOUNTY OF FINAL PAYMENT \_\_\_\_\_

6. That the final payment in the amount of \_\_\_\_\_  
\_\_\_\_\_ is now due and payable.

\_\_\_\_\_  
Engineer's Signature & License #

**CONCURRED BY:**

\_\_\_\_\_  
Contractor's Name

By: \_\_\_\_\_

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

**CONCURRED BY:**

\_\_\_\_\_  
City/Precinct

By: \_\_\_\_\_

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

## CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PROJECT:<br>OWNER:<br>CONTRACTOR:<br>ENGINEER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <p>The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.</p> |  |
| <p><b>EXCEPTIONS:</b> (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <p><b>CONTRACTOR</b></p> <p>By _____</p> <p>Title _____</p> <p>Subscribed and sworn to before me this _____ day of _____</p> <p>Notary Public: _____</p> <p>My Commission Expires: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |

## SECTION 011000

### SUMMARY

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes:

- 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Phased construction.
  - 4. Work by Owner.
  - 5. Work under separate contracts.
  - 6. Future work.
  - 7. Purchase contracts.
  - 8. Owner-furnished products.
  - 9. Contractor-furnished, Owner-installed products.
  - 10. Access to site.
  - 11. Coordination with occupants.
  - 12. Work restrictions.
  - 13. Specification and drawing conventions.
  - 14. Miscellaneous provisions.

- B. Related Requirements:

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

##### 1.3 PROJECT INFORMATION

- A. Project Identification: Hidalgo County Precinct 4, Recovery and Motor Pool Improvements.

- 1. Project Location: 1051 North Doolittle Road, Edinburg, Texas.

- B. Owner: Hidalgo County Commissioner's Court.

- 1. Owner's Representative: Maria Lucio. (956) 292-7000 ext. 4026.

- C. Engineer: Halff Associates, Inc.

Summary

Hidalgo County Precinct 4 Recovery and Motor Pool Improvements  
Halff Project No. 31806

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- D. Engineer's Consultants: The Engineer has retained the following design professionals who have prepared designated portions of the Contract Documents:

- 1. Structural Engineer: Chanin Engineering.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

- 1. Interior and Exterior improvements to existing facility.

- B. Type of Contract:

- 1. Project will be constructed under a single prime contract.

#### 1.5 PHASED CONSTRUCTION

- A. The Work shall be conducted in one phase.

#### 1.6 WORK BY OWNER

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

#### 1.7 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

- B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

- 1. Sanitary Collections Facility: Site improvements east of building including paving, metal building, and canopy work.

#### 1.8 OWNER-FURNISHED PRODUCTS

- 1. None.

#### 1.9 CONTRACTOR-FURNISHED, OWNER-INSTALLED PRODUCTS

- 1. None.



#### 1.10 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to areas of work.
  - 2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

#### 1.11 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

#### 1.12 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. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Engineer's not less than **two** days in advance of proposed utility interruptions.
  - 2. Obtain Engineer's written permission before proceeding with utility interruptions.

- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Engineer not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Engineer's written permission before proceeding with disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- E. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.

#### 1.13 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.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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## SECTION 012100

### ALLOWANCES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Contingency allowances.
- C. Related Requirements:
  - 1. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

##### 1.3 ACTION SUBMITTALS

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

##### 1.4 COORDINATION

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

##### 1.5 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs

Allowances

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Hidalgo County Precinct 4 Recovery and Motor Pool Improvements

Half Project No. 31806

include delivery, installation, insurance, equipment rental, and similar costs. Contractor's overhead and profit are part of Contract Sum.

- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and exclude overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

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

### 3.2 PREPARATION

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

### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of \$10,000.00 for use according to Owner's written instructions.

END OF SECTION 012100

## SECTION 012300

### ALTERNATES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

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

##### 1.3 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 added to or 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 or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

##### 1.4 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. Alternate No. One: Exterior Painting.

1. Base Bid: Exterior painting only in areas of block in-fill to match adjacent color.
2. Alternate: Paint entire building exterior for those areas currently painted.

END OF SECTION 012300

## SECTION 012500

### CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

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

##### 1.2 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

##### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer 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 Engineer are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified, 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.
    - e. Quotation Form: Use forms acceptable to Engineer.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.

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 1 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Engineer.

#### 1.4 CHANGE ORDER PROCEDURES

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

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Engineer may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order or Allowance Expenditure.
  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 012500

## SECTION 012900

### PAYMENT PROCEDURES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
  - 3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

##### 1.3 DEFINITIONS

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

##### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Engineer at earliest possible date but no later than fourteen days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Engineer.
    - c. Engineer's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
    - a. 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.
  4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments shall be submitted to Engineer by the fifth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Application for Payment Forms: Use included form for Applications for Payment. Contractor shall provide schedule of values using from acceptable to Owner.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer 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.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.

2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Materials previously stored and included in previous Applications for Payment.
    - b. Work completed for this Application utilizing previously stored materials.
    - c. Additional materials stored with this Application.
    - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. 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. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. 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. Submittal schedule (preliminary if not final).
  6. List of Contractor's staff assignments.
  7. List of Contractor's principal consultants.
  8. Copies of building permits.
  9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  10. Initial progress report.
  11. Report of preconstruction conference.
  12. Certificates of insurance and insurance policies.
  13. Performance and payment bonds.
  14. Data needed to acquire Owner's insurance.

- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. "Contractor's Affidavit of Release of Liens."
  - 6. "Consent of Surety to Final Payment."
  - 7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900



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## SECTION 013100

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination Drawings.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
  - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
  - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
  - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

##### 1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

##### 1.4 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with 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 with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
  4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and 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.
  9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

- a. Indicate functional and spatial relationships of components of Engineerural, structural, civil, mechanical, and electrical systems.
  - b. Indicate required installation sequences.
  - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
  3. Number of Copies: Submit four opaque copies of each submittal. Engineer will return three copies.
  4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including mobile and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

#### 1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

#### 1.7 PROJECT MEETINGS

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

execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All 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. Tentative construction schedule.
  - b. Phasing.
  - c. Critical work sequencing and long-lead items.
  - d. Designation of key personnel and their duties.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for RFIs.
  - g. Procedures for testing and inspecting.
  - h. Procedures for processing Applications for Payment.
  - i. Distribution of the Contract Documents.
  - j. Submittal procedures.
  - k. Preparation of Record Documents.
  - l. Use of the premises and existing building.
  - m. Work restrictions.
  - n. Owner's occupancy requirements.
  - o. Responsibility for temporary facilities and controls.
  - p. Construction waste management and recycling.
  - q. Parking availability.
  - r. Office, work, and storage areas.
  - s. Equipment deliveries and priorities.
  - t. First aid.
  - u. Security.
  - v. Progress cleaning.
  - w. Working hours.
3. Minutes: Record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires 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 Engineer 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. The 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 problems.
  - k. Time schedules.
  - l. Weather limitations.
  - m. Manufacturer's written recommendations.
  - 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 parties who should have been present.
  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. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner, and Engineer, 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 conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. 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 utilization.
- 8) Temporary facilities and controls.
- 9) Work hours.
- 10) Hazards and risks.
- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Status of correction of deficient items.
- 14) Field observations.
- 15) RFIs.
- 16) Status of proposal requests.
- 17) Pending changes.
- 18) Status of Change Orders.
- 19) Pending claims and disputes.
- 20) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

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.

E. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, and Engineer, 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 conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions

are required to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
  - c. Review present and future needs of each contractor present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Work hours.
    - 10) Hazards and risks.
    - 11) Progress cleaning.
    - 12) Quality and work standards.
    - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

#### 1.8 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  - 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 interpretation and the following:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Contractor.
  - 4. Name of Engineer.
  - 5. RFI number, numbered sequentially.
  - 6. Specification Section number and title and related paragraphs, as appropriate.
  - 7. Drawing number and detail references, as appropriate.
  - 8. Field dimensions and conditions, as appropriate.
  - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.



10. Contractor's signature.
  11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow seven working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Engineer's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
  3. Engineer'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 Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
1. Project name.
  2. Name and address of Contractor.

3. Name and address of Engineer.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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## SECTION 013200

### CONSTRUCTION PROGRESS DOCUMENTATION

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittals Schedule.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Field condition reports.
  - 7. Special reports.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  - 4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

##### 1.3 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 activities are activities on the critical path. They 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. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Engineer.
- 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.
- F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Engineer's final release or approval.
- C. Preliminary Construction Schedule: Submit two opaque copies.
  - 1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.

- D. Preliminary Network Diagram: two opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- E. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
  - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- F. Daily Construction Reports: Submit two copies at monthly intervals.
- G. Material Location Reports: Submit two copies at monthly intervals.
- H. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- I. Special Reports: Submit two copies at time of unusual event.

#### 1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

#### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

- a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  1. Activity Duration: Define activities so no activity is longer than 21 days, unless specifically allowed by Engineer.
  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.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Startup and Testing Time: Include not less than 14 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  1. Phasing: Arrange list of activities on schedule by phase.
  2. Work under More Than One Contract: Include a separate activity for each contract.
  3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  5. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.

- c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use of premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
- a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - l. Startup and placement into final use and operation.
7. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
  - b. Permanent space enclosure.
  - c. Completion of mechanical installation.
  - d. Completion of electrical installation.
  - e. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- 1. <Insert additional milestones not indicated elsewhere.>
  - 2. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

## 2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven 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. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

#### 2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- 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. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

#### 2.5 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.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events (refer to special reports).
  - 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. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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SECTION 0013300  
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
  - 5. Division 01 Section "Closeout Procedures" for submitting warranties.
  - 6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 8. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
  - 9. Divisions 02 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

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

2. Schedule submittal to provide all information for interrelated work at one time. No review will be performed on submittals requiring coordination with other submittals. Engineer will return submittals for resubmission as a complete package.
- F. Installation of any products prior to the approval of shop drawings is done at the Contractor's risk. Products not meeting the requirements of Contract Documents are defective and may be rejected at the Owner's option.
- G. Payment will not be made for products for which submittals are required until the submittals have been received. Payment will not be made for products for which shop drawings or samples are required until these are approved by the Engineer.

### 1.3 QUALITY ASSURANCE

- A. Submit legible, accurate, complete documents presented in a clear, easily understood manner. Submittals not meeting these criteria will be returned without review.
- B. Demonstrate that the proposed products are in full and complete compliance with the design criteria and requirements of the Contract Documents including drawings and specifications as modified by Addenda, Field Orders, and Change Orders.
- C. Furnish and install products that fully comply with the information included in the submittal.
- D. Review and approve submittals prior to submitting them to the Engineer for review. Submittals will not be accepted from subcontractors, suppliers, or anyone other than the Contractor.

### 1.4 SUBMITTAL PROCEDURES

- A. Deliver submittals to the Engineer.
- B. Assign a number to the documents originated to allow tracking of the submittal during the review process.
  1. Assign a number consisting of a prefix, a sequence number, and a letter suffix. Prefixes shall be as follows:

| Prefix | Description                       | Originator |
|--------|-----------------------------------|------------|
| CO     | Change Order                      | Contractor |
| CMR    | Contractor's Modification Request | Contractor |
| CTR    | Certified Test Report             | Contractor |
| EIR    | Equipment Installation Report     | Contractor |
| FO     | Field Order                       | Engineer   |
| NBC    | Notification by Contractor        | Contractor |
| O&M    | Operation & Maintenance Manuals   | Contractor |

|     |                                |            |
|-----|--------------------------------|------------|
| PCM | Proposed Contract Modification | Engineer   |
| PR  | Payment Request                | Contractor |
| PP  | Project Photographs            | Contractor |
| RD  | Record Data                    | Contractor |
| RFI | Request for Information        | Contractor |
| SAM | Sample                         | Contractor |
| SD  | Shop Drawing                   | Contractor |
| SCH | Schedule of Progress           | Contractor |

2. Issue sequence numbers in chronological order for each type of submittal.
  3. Issue numbers for re-submittals that have the same number as the original submittal followed by an alphabetical suffix indicating the number of times the same submittal has been sent to the Engineer for processing. For example: SD-025-A represents a shop drawing that is the twenty-fifth submittal of this type and is the second time this submittal has been sent for review.
  4. Clearly note the submittal number on each page or sheet of the submittal.
  5. Correct assignment of numbers is essential since different submittal types are processed in different ways.
- D. Submit documents with uniform markings and page sizes.
1. Paper size shall allow for ease of reproduction.
    - a. Submit documents on 8-1/2" X 11" paper where practical.
    - b. Use 11" X 17" paper for larger drawings and schematics.
    - c. Use full size blueline sheets for fabrications and layout drawings. Reproducible drawings may be submitted in lieu of bluelines.
  2. Mark submittals to:
    - a. Indicate Contractor's corrections in green.
    - b. Highlight items pertinent to the products being furnished in yellow and delete items that are not when the Manufacturer's standard drawings or information sheets are provided.
    - c. Cloud items and highlight in yellow where selections by the Engineer or Owner are required.
    - d. Mark dimensions with the prefix FD to indicate field verified dimensions on the drawings.
    - e. Provide a blank space 8" x 3" for Contractor's and Engineer's stamp.
- E. Mark submittals to reference the drawing number and/or section of the specifications, detail designation, schedule or location that corresponds with the data submitted. Other identification may also be required, such as layout drawings or schedules to allow the reviewer to determine where a particular product is to be used.
- F. The number of copies of each submittal to be sent by the Contractor and the number of copies of each submittal to be returned are:

| Prefix | Description                                | No. of Copies Sent | No. of Copies Returned |
|--------|--------------------------------------------|--------------------|------------------------|
| CO     | Change Order                               | 2                  | 1                      |
| CTR    | Certified Test Report                      | 2                  | 0                      |
| EIR    | Equipment Installation Report              | 2                  | 0                      |
| NBC    | Notification by Contractor                 | 2                  | 1                      |
| O&M    | Preliminary O&M Manuals                    | 2                  | 1                      |
| O&M    | Final O&M Manuals                          | 4                  | 0                      |
| PR     | Payment Request                            | 2                  | 1                      |
| PP     | Project Photographs (including videotapes) | 2                  | 0                      |
| RD     | Record Data                                | 2                  | 0                      |
| RFI    | Request for Information                    | 2                  | 1                      |
| SAM    | Sample                                     | 2                  | 0                      |
| SD     | Shop Drawings                              | 5                  | 2                      |
| SCH    | Schedule of Progress                       | 2                  | 0                      |

#### 1.5 REVIEW PROCEDURES

- A. Priority submittals will be reviewed before other submittals for this project which have been received but not reviewed.

#### 1.6 REQUIREMENTS

- A. Certifications, Warranties and Service Agreements include documents as specified in the detailed specifications, as shown in the submittal schedule or as follows:
1. Certified Test Reports (CTR) - A report prepared by an approved testing agency giving results of tests performed on products to indicate their compliance with the specifications. (Refer to Section 01400, QUALITY CONTROL.)
  2. Certification of Local Field Service (CLS) - A certified letter stating that field service is available from a factory or supplier approved service organization located within a 300 mile radius of the project site. List names, addresses, and telephone numbers of approved service organizations on or attach to the certificate.
  3. Extended Warranty (EW) - A guarantee of performance for the product or system beyond the normal one (1) year warranty described in the General Conditions. Issue the warranty certificate in the name of the Project Owner.
  4. Extended Service Agreement (ESA) - A contract to provide maintenance beyond that required to fulfill requirements for warranty repairs, or to perform routine maintenance for a definite period of time beyond the warranty period. Issue the service agreement in the name of the Project Owner.

5. Certification of Adequacy of Design (CAD) - A certified letter from the manufacturer of the equipment stating that they have designed the equipment to be structurally stable and to withstand all imposed loads without deformation, failure, or adverse effects to the performance and operational requirements of the unit. The letter shall state that mechanical and electrical equipment is adequately sized to be fully operational for the conditions specified or normally encountered by the product's intended use.
  6. Certification of Applicator/Subcontractor (CSQ) - A certified letter stating that the Applicator or Subcontractor proposed to perform a specified function is duly designated as factory authorized and trained for the application of the specified product.
- B. Submit record data to provide information to allow the Owner to adequately identify the products incorporated into the project and allow replacement or repair at some future date.
1. Provide record data for all products. Record data is not required for items for which shop drawings and/or operations and maintenance manuals are required.
  2. Provide information only on the specified products. Submit a Contractor's Modification Request for approval of deviations or substitutions and obtain approval by Field Order or Change Order prior to submitting Record Data.
  3. Record data will be received by the Engineer, logged, and provided to Owner for his/her record.
    - a. Record data may be reviewed to see that the information provided is adequate for the purpose intended. Inadequate drawings may be returned as unacceptable.
    - b. Record data is not reviewed for compliance with the Contract Documents. Comments may be returned if deviations from the Contract Documents are noted during the cursory review performed to see that the information is adequate.

#### 1.7 REQUESTS FOR DEVIATION

- A. Submit requests for deviation from the Contract Documents for any product that does not fully comply with the specifications.
- B. Submit request by Contractor's Modification Request (CMR). Identify the deviations and the reason the change is requested.
- C. Deviations that result in a reduction in cost shall also include the amount of the reduction to the Owner.
- D. A Change Order or Field Order will be issued by the Engineer for deviations approved by the Owner. Deviations from the Contract Documents may only be approved by Change Order or Field Order.

#### 1.8 SUBMITTALS FOR SUBSTITUTIONS

- A. Substitutions are defined as any product that the Contractor proposes to provide for the Project in lieu of the specified product.
- B. If the Contractor desires to submit a manufacturer or product which is not specified, the Contractor must submit the following for consideration of approval of the substitution:
  1. Contractor's Modification Request for deviation from the Contract Documents per Paragraph 1.7.
  2. Prove that the product is acceptable as a substitute. It is not the Engineer's responsibility to prove the product is not acceptable as a substitute.



- a. Indicate on a point by point basis for each specified feature that the product is acceptable to meet the intent of the Contract Documents requirements.
  - b. Make a direct comparison with the specified manufacturer's published data sheets and available information. Provide this printed material with the submittal.
  - c. The decision of the Engineer regarding the acceptability of the proposed substituted product is final.
3. Provide a typewritten certification that, in making the substitution request, the Contractor:
  - a. Has determined that the substituted product will perform in substantially the same manner and result in the same ability to meet the specified performance as the specified product.
  - b. Will provide the same warranties and/or bonds for the substituted product as specified or as would be provided by the Manufacturer of the specified product.
  - c. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the substituted product into the project and will waive all claims for additional work which may be necessary to incorporate the substituted product into the project which may subsequently become apparent.
  - d. Will maintain the same time schedule as for the specified product.
- C. Engineering cost for review of substitutions will be paid by the Contractor.
  1. Cost for additional review time will be billed to the Owner by the Engineer for the actual hours required for the review and marking of shop drawings by Engineer and in accordance with the following rates:
 

|                               |                  |
|-------------------------------|------------------|
| <b>Principal-in-Charge</b>    | <b>\$ 190.00</b> |
| <b>Project Manager</b>        | <b>\$ 130.00</b> |
| <b>Design Engineer</b>        | <b>\$ 85.00</b>  |
| <b>Engineering Technician</b> | <b>\$ 65.00</b>  |
| <b>Clerk</b>                  | <b>\$ 55.00</b>  |
  2. Cost for the additional review shall be paid to the Owner by the Contractor on a monthly basis.

#### 1.9 GUARANTEES

- A. Warranties and guarantees shall be submitted as required by the Contract Documents and submitted with the shop drawings or record data.

#### 1.10 RESUBMISSION REQUIREMENTS

- A. Make all corrections or changes in the submittals required by the Engineer and resubmit until approved.
- B. Need for more than one resubmission or any other delay of obtaining Engineer's review of submittals, will not entitle the Contractor to an extension of Contract Time. All costs associated with such delays shall be at the Contractor's expense.

#### 1.11 ENGINEER'S DUTIES

- A. Review the submittals and return with reasonable promptness.

B. Affix stamp, indicate approval, rejection, and the need for re-submittal.

C. Distribute documents.

END OF SECTION 013300

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SECTION 0013300  
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
  - 5. Division 01 Section "Closeout Procedures" for submitting warranties.
  - 6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 8. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
  - 9. Divisions 02 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

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

#### 1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 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 Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  - 4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
- 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. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.

- h. Submittal number or other unique identifier, including revision identifier.
  - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
  - i. Number and title of appropriate Specification Section.
  - j. Drawing number and detail references, as appropriate.
  - k. Location(s) where product is to be installed, as appropriate.
  - l. Other necessary identification.
  
- F. Deviations: Highlight, or otherwise specifically identify deviations from the Contract Documents on submittals.
  
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
  - 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
  
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
  - 1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number.
    - k. Submittal and transmittal distribution record.
    - l. Remarks.
    - m. Signature of transmitter.
  - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
  
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- 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.

#### 1.5 CONTRACTOR'S USE OF ENGINEER'S CAD FILES

- A. General: At Contractor's written request, copies of Engineer's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
1. Signed agreement to Consultant's drawing release form.

### PART 2 - PRODUCTS

#### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Submit electronic submittals directly to extranet specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - l. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.

4. Submit Product Data before or concurrent with Samples.
  5. Number of Copies: Submit four copies of Product Data, unless otherwise indicated. Engineer will return minimum two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Design calculations.
    - j. Compliance with specified standards.
    - k. Notation of coordination requirements.
    - l. Notation of dimensions established by field measurement.
    - m. Relationship to adjoining construction clearly indicated.
    - n. Seal and signature of professional engineer if specified.
    - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
  3. Number of Copies: Submit four opaque (bond) copies of each submittal. Engineer will return one copy.
- D. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
  2. Number and name of room or space.
  3. Location within room or space.
  4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Engineer will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.



- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. 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, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
  - 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Engineer will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements specified in Division 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 Engineers and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during

installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  - 1. Preparation of substrates.
  - 2. Required substrate tolerances.
  - 3. Sequence of installation or erection.
  - 4. Required installation tolerances.
  - 5. Required adjustments.
  - 6. Recommendations for cleaning and protection.
- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Engineer.
  - 1. Engineer will not review submittals that include MSDSs and will return the entire submittal 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 Engineer.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000  
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
  - 3. Divisions 02 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. 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.

- B. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. 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, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- H. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision 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 Engineer for a decision before proceeding.

## 1.5 SUBMITTALS

- A. Qualification Data: 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.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.
  - 4. Identification of test and inspection methods.
  - 5. Number of tests and inspections required.
  - 6. Time schedule or time span for tests and inspections.
  - 7. Entity responsible for performing tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number 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 inspecting.
  - 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.
- D. Permits, Licenses, and Certificates: For Owner's records, 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.

## 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, 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.



- C. 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.
- D. 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.
- 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 to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications 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. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. 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.
- I. 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. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.

- e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
  - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; 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 Engineer 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.

## 1.7 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 inspecting they are engaged to perform.
  - 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  - 3. 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. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
- 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these 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 inspecting 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 inspecting 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. 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 Division 01 Section "Submittal Procedures."

- D. 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.
- E. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location 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 any duties of Contractor.
- F. Associated Services: Cooperate with agencies 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 inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
1. Distribution: Distribute schedule to Owner, Engineer testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## 1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. 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 Engineer.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, 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. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
  - 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- 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

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## SECTION 014200

### DEFINITIONS AND TERMINOLOGY

#### PART 1- GENERAL

##### 1.1 SPECIFICATION TERMINOLOGY

- A. "Engineer" the Consulting Engineering Firm under contract with the Owner for this particular project, or its designated representative.
- B. "Furnish" means to supply, deliver and unload materials and equipment at the project site ready to install.
- C. "Install" means the operations at the project site including unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, training and similar operations required to prepare the materials and equipment for use, verify conformance with Contract Documents and prepare for acceptance and operation by the Owner.
- D. "Provide" means to furnish and install materials and equipment.
- E. "Perform" means to complete the operations necessary to comply with the Contract Documents.
- F. "Indicated" means graphic representations, notes, or schedules on drawings, or other requirements in Contract Documents. Words such as "shown", "noted", "scheduled", are used to help locate the reference. No limitation on the location is intended unless specifically noted.
- G. "Specified" means written representations in the bid documents or the technical specifications.
- H. "Regulation" means laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction, as well as, rules, conventions, and agreements within the construction industry that control performance of work, whether they are lawfully imposed by authorities having jurisdiction or not.
- I. "Installer" means an entity engaged by Contractor, either as an employee, subcontractor, or sub-subcontractor to install materials and/or equipment. Installers are to have successfully completed a minimum of five projects similar in size and scope to this project, have a minimum of five years of experience in the installation of similar materials and equipment, and comply with the requirements of the authority having jurisdiction.
- J. "Manufacturer" means an entity engaged by Contractor, as a subcontractor, or sub-subcontractor to furnish materials and/or equipment. Manufacturers are to have a minimum of five years experience in the manufacture of materials and equipment similar in size, capacity and scope to the specified materials and equipment.
- K. "Project site" means the space available to perform the work, either exclusively or in conjunction with others performing construction at the project site.

- L. "Testing laboratory" means an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report and interpret the results of those inspections or tests.
- M. "Listed" means equipment is included in a list published by a nationally recognized laboratory which makes periodic inspection of production of such equipment and states that such equipment meets nationally recognized standards or has been tested and found safe for use in a specified manner.
- N. "Labeled" means equipment that embodies a valid label, symbol, or other identifying mark of a nationally recognized testing laboratory such as Underwriters Laboratories, Inc. and production is periodically inspected in accordance with nationally recognized standards or tests to determine safe use in a specified manner.
- O. "Certified" used in context with materials and equipment means the material and equipment has been tested and found by a nationally recognized testing laboratory to meet specification requirements, or nationally recognized standards if requirements are not specified, and is safe for use in the specified manner. A nationally recognized testing laboratory must periodically inspect production of the equipment and the equipment must bear a label, tag, or other record of certification.

"Certified" used in context with labor performance or ability to install materials and equipment means that the abilities of the proposed installer have been tested by a representative of the specified testing agency authorized to issue certificates of competency and has met the prescribed standards for certification.

"Certified" used in context with test reports, payment requests or other statements of fact means that the statements made on the document are a true statement as attested to by the certifying entity.

## 1.2 SPECIFICATION SENTENCE STRUCTURE

- A. Specifications are written in modified brief style. Requirements apply to all work of the same kind, class, and type even though the word "all" is not stated.
- B. Simple imperative sentence structure is used which places a verb as the first word in the sentence. It is understood that the words "furnish", "install", "provide", or similar words include the meaning of the phrase "The Contractor shall." before these words.
- C. It is understood that the words "directed", "designated", "requested", "authorized", "approved", "selected", or similar words include the meaning of the phrase "by the Engineer" after these words unless otherwise stated. Use of these words does not extend the Engineer's responsibility for construction supervision or responsibilities beyond those defined in the General Conditions.
- D. "At no additional cost to Owner", "With no extra compensation to Contractor", "At Contractor's own expense", or similar words mean that the Contractor will perform or provide specified operation of work without any increase in the Contract Amount. It is understood that the cost for performing all work is included in the amount bid and will be performed at no additional cost to the Owner unless specifically stated otherwise.

### 1.3 DOCUMENT ORGANIZATION

- A. Organization of Contract Documents is not intended to control or to lessen the responsibility of the Contractor when dividing work among subcontractors, or to establish the extent of work to be performed by any trade, subcontractor or vendor. Specification or details do not need to be indicated or specified in each specification or drawing. Items shown in the contract documents are applicable regardless of location in the Contract Documents.
- B. Standard paragraph titles and other identifications of subject matter in the specifications are intended to aid in locating and recognizing various requirements of the specifications. Titles do not define, limit, or otherwise restrict specification text.
- C. Capitalizing words in the text does not mean that these words convey special or unique meanings or have precedence over other parts of the Contract Documents. Specification text governs over titling and it is understood that the specification is to be interpreted as a whole.
- D. Drawings and specifications do not indicate or describe all of the work required to complete the project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Engineer. Provide any work, materials or equipment required for a complete and functional system even if they are not detailed or specified.

### 1.4 INTERPRETATIONS OF DOCUMENTS

- A. Comply with the most stringent requirements where compliance with two (2) or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, unless Contract Documents indicate otherwise.
  - 1. Quantity or quality level shown or indicated shall be minimum to be provided or performed in every instance.
  - 2. Actual installation may comply exactly with minimum quality indicated, or it may exceed that minimum within reasonable limits.
  - 3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for context of requirements.
  - 4. Refer instances of uncertainty to the Engineer for a decision before proceeding.
- B. Provide materials and equipment comparable in quality to similar materials and equipment incorporated in the project or as required to meet the minimum requirements of the application if the materials and equipment are shown in the drawings but are not included in the specifications.

### 1.5 REFERENCE STANDARDS

- A. Comply with applicable construction industry standards as if bound or copied directly into the Contract Documents regardless of lack of reference in the Contract Documents. Apply provisions of the Contract Documents where Contract Documents include more stringent requirements than the referenced standards.
  - 1. Standards referenced directly in the Contract Documents take precedence over standards that are not referenced but recognized in the construction industry as applicable.



2. Comply with standards not referenced but recognized in the construction industry as applicable for performance of the work except as otherwise limited by the Contract Documents. The Engineer determines whether code or standard is applicable, or which of several are applicable.
- B. Consider a referenced standard to be the latest edition with supplements or amendments when a standard is referred to in an individual specification section but is not listed by title and date.
  - C. Trade association names and title of general standards are frequently abbreviated. Acronyms or abbreviations used in the Contract Documents mean the recognized name of trade association, standards generating organization, authority having jurisdiction, or other entity applicable in the context of the Contract Documents. Refer to "Encyclopedia of Associations," published by Gale Research Company.
  - D. Make copies of reference standards available as requested by Engineer or Owner.

#### 1.6 SUBSTITUTIONS AND EQUAL PRODUCTS

Provide materials and equipment manufactured by the entities specifically listed in each technical specification section. Submit a Contractor's Modification Request for substitution of materials and equipment of manufacturers not specifically listed or for materials and equipment that does not strictly comply with the Contract Documents.

Contractor may provide "equal" products manufactured by manufacturers other than those specifically listed in the technical specification section unless it is specifically stated that only the materials and equipment of the specified manufacturers shall be provided. Provide a request for approval of proposed equals for any materials or equipment not specifically listed. Submit a Contractor's Modification Request for substitution of materials and equipment of other manufacturers or for materials and equipment that does not strictly comply with the Contract Documents. A Field Order or Change Order will be issued if the contract modification is approved.

END OF SECTION 014200

## SECTION 015000

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
  - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
  - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
  - 3. Division 01 Section "Execution" for progress cleaning requirements.
  - 4. Divisions 02 through 16 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.
  - 5. Division 01 Section "Dewatering" for disposal of ground water at Project site.
  - 6. Division 02 Section "Termite Control" for pest control.
  - 7. Division 02 Section "Asphalt Paving" for construction and maintenance of asphalt paving for temporary roads and paved areas.
  - 8. Division 02 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

##### 1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Engineer, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

##### 1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, testing agencies, and authorities having jurisdiction.

- B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service: For existing construction only, Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- D. Electric Power Service: For existing construction only, Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

## 1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

## 1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Pavement: Comply with Division 02 pavement Sections.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.
- C. Lumber and Plywood: Comply with requirements in Division 06 Section "Rough Carpentry."
- D. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.

- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- F. Paint: Comply with requirements in Division 09 painting Sections.

## 2.2 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment:
  - 1. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

# PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

## 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: 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. Water Service: In existing building only, use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Electric Power Service: In existing building only, Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Provide temporary parking areas for construction personnel.
- D. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs prominently to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
  - 1. Provide temporary, directional signs for construction personnel and visitors.
  - 2. Maintain and touchup signs so they are legible at all times.
  - 3. Project identification sign shall be 4'x4'x1/2" painted plywood supported by 4'x4' posts and shall include the following information:
    - a. Project name.
    - b. Names of County officials. Coordinate with Owner.
    - c. Contractor Name.
    - d. A/E firm names.
 Submit proposed sign for approval.
- E. 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 Division 01 Section "Execution" for progress cleaning requirements.

- F. 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.

#### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. 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. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- C. 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.
- D. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
  - 2. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
  - 3. Insulate partitions to provide noise protection to occupied areas.
  - 4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  - 5. Protect air-handling equipment.
  - 6. Weather strip openings.
  - 7. Provide walk-off mats at each entrance through temporary partition.
- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. 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. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

## SECTION 015600

### CONSTRUCTION TRAFFIC CONTROL

#### PART 1 - GENERAL

##### 1.1 GENERAL DESCRIPTION OF WORK

- A. This item shall consist of the construction, manipulation, maintenance and removal, if required, of detours of the length and to the lines, grades and typical sections indicated and providing for installing, moving, replacing, maintaining, cleaning and removing upon completion of the work, as required, all detour markers, signs, barricades and other devices used in traffic control and handling at the construction site as indicated or as directed by the Engineer.
- B. This item shall also consist of providing installing, moving, replacing, maintaining, cleaning and removing temporary or permanent street closure barricades, signs or other devices required to handle the traffic in conformance with the current edition of the Texas Manual of Uniform traffic Control Devices of Street and Highways and as indicated or directed by the Engineer.

##### 1.2 SUBMITTAL

- A. Conform to requirements of Section 013300, SUBMITTALS.
- B. Submit proposed traffic routing plan, in accordance with the Texas Manual on Uniform Traffic Control Devices (TxMUTCD), latest edition.

#### PART 2 - PRODUCTS

##### 2.1 CONSTRUCTION TRAFFIC CONTROL SIGNS

- A. Construction traffic control signs shall constructed by plywood.
  - 1. Construction traffic control signs used herein shall be fabricated using sheeting conforming to the requirements of the manufacturer.
  - 2. The substrate for construction signs need only be sufficiently durable to last the life of the project and sufficiently rigid to hold the sheeting in a flat plan.

##### 2.2 SIGN SUPPORTS

- A. Supports for construction traffic control signs shall be grade #2 fir or yellow pine, pressure treated with pentachlorophenol.
- B. Supports shall have a minimum nominal size of 4-inches x 4-inches and conform tot he details shown on the plans.

##### 2.3 PORTABLE SIGN SUPPORT

- A. Materials for portable sign supports shall comply with the details shown on the plans. Portable sign



supports other than those shown on the plans shall be submitted to the Project Manager for approval prior to use.

#### 2.4 BARRICADES

A. Barricades shall be classified as Type I, Type II or Type III and shall comply with the details shown on the plans and the TMUTCD.

1. Barricade rails shall be fabricated using S4S Grade #2 fir or yellow pine and reflectorized sheeting conforming to the requirements.

#### 2.5 VERTICAL PANELS

A. Materials for vertical panels shall conform to the details shown on the plans. Vertical panels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements.

#### 2.6 ABBREVIATED PAVEMENT MARKINGS FOR CONSTRUCTION

A. The pavement-marking material shall consist of an adhesive-back reflective tape which can get applied to the pavement. Markings shall be of good appearance, have straight, unbroken edges and have a color that complies with all federal regulations.

1. Color
  - (a) The markings, as well as retroreflected light from the markings, shall be white or yellow as indicated.
2. Visibility
  - (a) The pavement markings (during daylight hours) shall be distinctively visible of a minimum of 300 feet unless sight distance is restricted by geometric roadway features.
  - (b) The pavement markings (when illuminated by automobile low beam headlights at night) shall be distinctively visible for a minimum of 160 feet unless sight distance is restricted by geometric features.
  - (c) The above day and night visibility requirements shall be met when viewed from an automobile traveling on the roadway.

#### 2.7 CHANNELIZATION DEVICES

A. Barrels

1. Barrels shall be of metal or nonmetal composition approved by the Engineer and of 30 to 55 gallon capacity. Only one size may be used on the project. The barrels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of TMUTCD. The markings on the barrels shall be horizontal, circumferential, orange wide. There shall be a minimum of 55 alternating orange and white stripes on each barrel. Barrels shall also conform to the details shown on the plans.
2. Type "B" barrels shall be equipped with either Type "A" low intensity or Type "C" steady-burn warning lights complying with the provisions to TMUTCD and the ITE standard for flashing and steady-burn lights. The use warning light shall be as directed by the Engineer.

B. Traffic Cones

1. Traffic cones shall conform to the details shown on the plans.

C. Tubular Traffic Markers

1. Post

- (a) The post shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.

- (b) Dimensions:

|                  |                         |
|------------------|-------------------------|
| Outside Diameter | 2.23 inches to 4 inches |
| Wall Thickness   | 0.125 inch minimum      |
| Length           | 18 to 36 inches         |
| Color            | Orange                  |

2. Base

- (a) The base shall be of thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.

- (b) Dimensions:

|                  |                             |
|------------------|-----------------------------|
| Height           | 1.2 to 2 inches             |
| Outside Diameter | 7 to 12 inches              |
| Color            | black or same color as post |

3. Assembly Units

- (a) Assembly units which are inherent with the particular marker shall be as per manufacturer's recommendations.

4. Adhesives

- (a) Adhesive shall be epoxy type (permanent installation or butyl type (temporary installation) as per manufacturer's recommendations.

5. Reflectorization

- (a) If used at night, tubular traffic markers shall have two 3-inch, circumferential reflective bands, no more than 2-inches from the top with no more than 6-inches separating the bands. Reflective material shall be SIA-250 or higher sheeting conforming to the provisions of this Section. The color of reflective material shall be as shown in the plans.

## 2.8 SEQUENTIAL ARROW DISPLAYS

- A. Sequential arrow displays shall be sequentially lighted and roof or trailer mounted. The minimum panel size shall be 30 inches high and 54-inches wide. The display shall have 22 hooded sealed beam amber lamps rated at a maximum intensity of 8800 candlepower.

- B. Light intensity shall be adjustable by dimmer switch. The operating modes shall be as follows:

1. Pass Left. 3 chevrons of 5 lamps each sequence in right to left pattern 40 to 50 times per minute.
2. Pass Right. 3 chevrons of 5 lamps each sequence in left to right pattern 40 to 50 times per minute.
3. Pass Either Side. The two outermost chevrons on each end of the panel pointing like arrowheads and flashing 40 to 50 times per minute with crossing row of lamps burning continuously.

4. Warning. 4 lamps, one at each corner of the panel, flashing 40 to 50 times per minute.  
PART 3 - EXECUTION

3.1 CONSTRUCTION TRAFFIC CONTROL SIGNS AND SIGN SUPPORTS

A. Construction traffic control signs and sign supports shall be installed at locations noted on the plans in conformance with the TMUTCD or as directed by the Engineer.

3.2 PORTABLE SIGN SUPPORTS

A. Portable sign supports for traffic control devices for detours shall be furnished by the Contractor, shall be installed at the locations shown on the plans, unless otherwise shown on the plans, and shall remain the property of the Contractor.

B. Unless otherwise specified, portable sign supports shall be of the dimensions shown on the plans.

3.3 BARRICADES

A. Barricades shall be installed in conformity with the details noted on the plans or as directed by the Engineer.

3.4 VERTICAL PANELS

A. Vertical panels shall be installed in conformity with the details noted on the plans or as directed by the Engineer.

3.5 CONSTRUCTION TRAFFIC MARKINGS

3.6 ABBREVIATED PAVEMENT MARKINGS FOR CONSTRUCTION

A. Abbreviated markings meeting all specification requirements shall be in place on all roadways on which traffic is allowed and where suitable standard pavement marking is not in place. The transverse location of the line(s) formed by the markings shall be as determined by the Engineer.

B. Unless otherwise indicated, the abbreviated markings shall be placed as follows:

| <u>Condition</u>                   | <u>Spacing</u>        | <u>Length of Stripe</u> |
|------------------------------------|-----------------------|-------------------------|
| Straight                           | 40 feet approximately | 48-inch                 |
| Curve greater than 2 degrees       | 20 feet maximum       | 48-inch                 |
| Curve less than or equal 2 degrees | 40 feet maximum       | 48-inch                 |

C. Pavement markings shall be a minimum of 3 7/8 inches wide. Length and spacings will be in accordance with these specifications.

- D. The spacing of stripes may be modified by the Engineer. However the maximum spacing specified above shall not be exceeded in any case.
- E. The Contractor will be responsible for maintaining the abbreviated pavement markings until standard pavement markings are in place.
- F. Abbreviated pavement markings shall be removed after all permanent markings have been in place.

### 3.7 CHANNELIZATION DEVICES

#### A. Type "A" Barrels

- 1. Type "A" barrels shall be used during daylight hours only and shall not be equipped with warning lights of any type.

#### B. Type "B" Barrels

- 1. Type "B" barrels shall be equipped with warning lights. Type "B" barrels shall be used during nighttime hours only, unless otherwise shown on the plans or directed by the Project Manager.
- 2. The term "daylight hours" refers to those hours between dawn and dusk. The term "nighttime hours" refers to those hours between dusk and dawn.

#### C. Traffic Cones

- 1. Traffic cones shall be installed in conformity with the plans and the TMUTCD or as directed by the Engineer.

#### D. Tubular Traffic Markers

- 1. The metal, concrete or bituminous surface where the tubular traffic markers are to be placed shall be thoroughly cleaned.
- 2. Metal and concrete surfaces shall be sandblasted or wire brushed. Bituminous surfaces shall be cleaned in accordance with manufacturer's recommendations.
- 3. All loose sand, dust and other deleterious debris from cleaned mounting surfaces shall be removed.
- 4. Tubular traffic markers shall be installed in conformity with details and at locations shown on the plans or as directed by the Engineer and in accordance with the manufacturer's recommendation.
- 5. In the event that removal of an installation (temporary or permanent) is effected and the metal, concrete, or bituminous surface is damaged the Contractor shall repair and otherwise restore said surface to its original condition at no additional cost to the Owner.
- 6. All defective post(s), base(s), assembly unit(s), adhesive(s) or reflective sheeting contributing to the detriment of the intended function of the tubular traffic markers shall be replaced by the Contractor at no addition cost to the Owner.
- 7. Channelization devices shall be and installed in accordance with the details shown on the plans, except that barrels shall be as noted herein.

### 3.8 SEQUENTIAL ARROW DISPLAY

A. Sequential arrow displays shall be used according to the requirements shown on the plans and shown in TMUTCD.

### 3.9 CONSTRUCTION DETOURS

A. The detours shall be constructed at the locations and to the lines and grades indicated and it shall be the entire responsibility of the Contractor to provide for the passage of traffic in comfort and safety without creating a dust problem.

### 3.10 CONSTRUCTION METHODS

A. Prior to commencing construction, suitable "Construction Traffic Control" devices shall be installed to protect the workers and the public.

B. The Contractor shall be responsible for installing all markers, signs and barricades conforming to the Texas Manual on Uniform Traffic Control Devices and/or as indicated. If, in the opinion of the Engineer, additional markers, signs or barricades are needed in the interest of safety, the Contractor will install such as are required or as directed by the Engineer.

END OF SECTION 015600

## SECTION 016000

### PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
  - 1. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
  - 2. Divisions 02 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

##### 1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

#### 1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.
    - h. Identification of items that require early submittal approval for scheduled delivery date.
  3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
    - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
  4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  5. Engineer's Action: Engineer will respond in writing to Contractor within 15 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use Contractor's standard form.
  2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

- a. Statement indicating why specified material or product cannot be provided.
  - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
  - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
  - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
  - j. Cost information, including a proposal of change, if any, in the Contract Sum.
  - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
  - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
  - b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.



- a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
  - b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Store cementitious products and materials on elevated platforms.
  - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 7. Protect stored products from damage and liquids from freezing.

8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
  3. Refer to Divisions 02 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Engineer will make selection.
  5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.

6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.

- b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Engineer will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Engineer.
- B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
  - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - 2. Requested substitution does not require extensive revisions to the Contract Documents.
  - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - 4. Substitution request is fully documented and properly submitted.
  - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - 7. Requested substitution is compatible with other portions of the Work.
  - 8. Requested substitution has been coordinated with other portions of the Work.
  - 9. Requested substitution provides specified warranty.
  - 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

## 2.3 COMPARABLE PRODUCTS

- A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
  - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - 3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017300

### EXECUTION

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section includes 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.
  - 8. Correction of the Work.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 013300 "Submittal Procedures" for submitting surveys.
  - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  - 4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

##### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
  - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- E. Certified Surveys: Submit two copies signed by land surveyor.
- F. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

#### 1.5 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 Engineer of locations and details of cutting and await directions from Engineer 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 Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- D. 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.
- 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 Engineer 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. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
  2. List of detrimental conditions, including substrates.
  3. List of unacceptable installation tolerances.
  4. Recommended corrections.
- D. 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 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 Engineer 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 Engineer promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish 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 Engineer 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 Engineer.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- 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 land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  - 2. 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: Do not use tools or equipment that produce harmful 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 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 Engineer.
  - 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. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 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 minimize 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.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight 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 015000 "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: 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. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017320

### SELECTIVE DEMOLITION

#### PART 1- GENERAL

##### 1.1 DESCRIPTION OF WORK

This specification shall provide for the removal and disposal of old structures or portions of old structures, as noted on the plans, and shall include all excavation and backfilling necessary to complete the removal. The work shall be done in accordance with the provisions of these specifications.

#### PART 2- PRODUCTS [NOT USED]

#### PART 3- EXECUTION

##### 3.1 METHOD OF REMOVAL

A. Steel Structures: Steel structures or steel portions of structures shall be dismantled in sections as determined by the Engineer. The sections shall be stored. Rivets and bolts connecting steel railing members, steel beams of beam spans and steel stringers of truss spans shall be removed by butting the heads with a "cold cut" and punching or drilling from the hole, or by such other method as will not injure the members for re-use and will meet the approval of the Engineer. The removal of rivets and bolts from connections of truss members, bracing members, and other similar members in the structure will not be required unless specifically called for on the plans or special provisions and the Contractor shall have the option of dismantling these members by flame-cutting the members immediately adjacent to the connections. Flame-Cutting will not be permitted, however, when plans or special provisions call for the structure unit to be salvaged in such manner as to permit re-erection. In such case, all members shall be carefully matchmarked with paint in accordance with diagram furnished by the Engineer prior to dismantling, and all rivets and bolts shall be removed from the connections in the manner specified in the first portion of this paragraph.

D. Timber Structures:

1. Timber structures or timber portions of structures shall be removed in such manner as to damage the timber for further use as little as possible. All bolts and nails shall be removed from such lumber as deemed salvable by the Engineer.
2. Unless otherwise specified on the plans, timber piles shall be either pulled or cut off at the point not less than 2 feet below ground line, with the choice between these two methods resting with the Contractor, unless otherwise specified.

E. Brick or Stone Structures:

1. Brick or stone structures or stone portions of structures shall be removed by blasting and/or sledging the masonry into sizes not larger than one cubic foot.



2. Portions of such structures below the permanent ground line, which will not in any manner interfere with the proposed construction, may be left in place, but removal shall be carried at least 2 feet below the permanent ground line and neatly squared off.

F. Salvage:

All material such as pipe, timbers, railings, etc., which the Engineer deems as salvageable for reuse, and all structural steel shall be in the property of City unless otherwise specified and delivered to a designated storage area.

All mechanical and electrical lift station material, which the Engineer deems as salvageable for reuse, including pumps and control panels shall be in the property of the City unless otherwise specified and delivered to a designated storage area.

G.

1. The I-beams, stringers, etc., which are specified to be dismantled without damage for reuse, and all steel members when match marked and dismantled for reuse, shall be blocked off the ground in an upright position to protect the members against further damage.
2. Materials, other than structural steel, which are not deemed salvable by the Engineer, shall become the property of the Contractor and shall be removed to suitable disposal sites off of the right-of-way arranged for by the Contractor, or otherwise disposed of in a manner satisfactory to the Engineer.
3. Where temporary structures are necessary for a detour adjacent to the present structure, the Contractor will be permitted to use the material in the old structure for the detour structure, but he shall dismantle and stack or dispose of the material as required above as soon as the new structure is opened for traffic.

H. Backfill:

1. All excavation made in connection with this specification and all openings below the natural ground line caused by the removal of old structures or portions thereof shall be backfilled to the level of the original ground line, unless otherwise provided on the plans.
2. That portion of the backfill which will support any portion of the roadbed or embankment shall be placed in layers of the same depth as those required for placing embankment. Material in each layer shall be wetted uniformly, if required, and shall be compacted to the density required in the adjoining embankment. In places inaccessible to blading and rolling equipment, mechanical or hand tamps or rammers shall be used to obtain the required compaction.
3. That portion of the backfill which will not support any portion of the roadbed or embankment shall be placed as directed by the Engineer in such manner and to such state of compaction as will preclude objectionable amount of settlement.

END OF SECTION 017320

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SECTION 017700  
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
  2. Warranties.
  3. Final cleaning.
- B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  2. Division 01 Section "Execution" for progress cleaning of Project site.
  3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
  6. Divisions 02 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  2. Advise Owner of pending insurance changeover requirements.
  3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
  6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  8. Complete startup testing of systems.
  9. Submit test/adjust/balance records.
  10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  11. Advise Owner of changeover in heat and other utilities.
  12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  13. Complete final cleaning requirements, including touchup painting.
  14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Engineer.
    - d. Name of Contractor.
    - e. Page number.

#### 1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 14 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Sweep concrete floors broom clean in unoccupied spaces.
    - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials.

Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

- j. Remove labels that are not permanent.
- k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

- l. Wipe surfaces of mechanical and electrical equipment[, elevator equipment,] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Replace parts subject to unusual operating conditions.
- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean ducts, blowers, and coils if units were operated without filters during construction.
- q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- r. Leave Project clean and ready for occupancy.

- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700



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## SECTION 017823

### OPERATION AND MAINTENANCE DATA

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Product maintenance manuals.
  - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

##### 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

##### 1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Engineer will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Engineer.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    - b. Enable inserted reviewer comments on draft submittals.
  2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Engineer will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Engineer will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer will return copy with comments.
1. Correct or revise each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
1. List of documents.
  2. List of systems.
  3. List of equipment.
  4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to

ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - 6. Name and contact information for Construction Manager.
  - 7. Name and contact information for Engineer.
  - 8. Name and contact information for Commissioning Authority.
  - 9. Names and contact information for major consultants to the Engineer that designed the systems contained in the manuals.
  - 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  - 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so

that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
  - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.

4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor has delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  1. Standard maintenance instructions and bulletins.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.



- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

- 1. Include procedures to follow and required notifications for warranty claims.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

- G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

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## SECTION 017839

### PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Product Data.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for final property survey.
  - 2. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

##### 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit one paper-copy set(s) of marked-up record prints.
    - b. Final Submittal:
      - 1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
      - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Product Data: Submit one paper copy of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Engineer's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Engineer will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 013300 "Submittal Procedures" for requirements related to use of Engineer's digital data files.
    - b. Engineer will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Engineer.
    - e. Name of Contractor.

## 2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION 017839

## SECTION 024200

### DEMOLITION OF EXISTING CIVIL SITE IMPROVEMENTS

#### PART 1- GENERAL

##### 1.1 DESCRIPTION OF WORK

- A. This specification shall provide for the removal and disposal of old structures or portions of old structures, as noted on the plans, and shall include all excavation and backfilling necessary to complete the removal. The work shall be done in accordance with the provisions of these specifications.

#### PART 2- EXECUTION

##### 2.1 METHOD OF REMOVAL

- A. Culverts or Sewers: Pipe shall be removed by careful excavation of all dirt on top and the sides in such manner that the pipe will not be damaged. Removal of sewer appurtenances shall be included for removal with the pipe. Those pipes which are deemed unsatisfactory for reuse by the Engineer may be removed in any manner the Contractor may select.
- B. Concrete Structures: Concrete structures or concrete portions of structures shall be removed by blasting and/or sledging the concrete into sizes not larger than one cubic foot. Portions of the old structure shall be removed to the lines and dimensions shown on the plans, and these materials shall be disposed of as shown on the plans or as directed by the Engineer. Any portion of the existing structure, outside of the limits designated for removal, damaged during the operations of the Contractor shall be restored to its original condition at his entire expense. Explosives shall not be used in the removal of portions of the existing structure unless approved by the Engineer, in writing.

Concrete portions of structures below the permanent ground line, which will not interfere in any manner with the proposed construction, may be left in place, but removal shall be carried at least 2 feet below the permanent ground line and neatly squared off. Reinforcement shall be cut off close to the concrete.

- C. Steel Structures: Steel structures or steel portions of structures shall be dismantled in sections as determined by the Engineer. The sections shall be stored. Rivets and bolts connecting steel railing members, steel beams of beam spans and steel stringers of truss spans shall be removed by butting the heads with a "cold cut" and punching or drilling from the hole, or by such other method as will not injure the members for re-use and will meet the approval of the Engineer. The removal of rivets and bolts from connections of truss members, bracing members, and other similar members in the structure will not be required unless specifically called for on the plans or special provisions and the Contractor shall have the option of dismantling these members by flame-cutting the members immediately adjacent to the connections. Flame-Cutting will not be permitted, however, when plans or special provisions call for the structure unit to be salvaged in such manner as to permit re-erection. In such case, all members shall be



carefully matchmarked with paint in accordance with diagram furnished by the Engineer prior to dismantling, and all rivets and bolts shall be removed from the connections in the manner specified in the first portion of this paragraph.

D. Timber Structures:

1. Timber structures or timber portions of structures shall be removed in such manner as to damage the timber for further use as little as possible. All bolts and nails shall be removed from such lumber as deemed salvable by the Engineer.
2. Unless otherwise specified on the plans, timber piles shall be either pulled or cut off at the point not less than 2 feet below ground line, with the choice between these two methods resting with the Contractor, unless otherwise specified.

E. Brick or Stone Structures:

1. Brick or stone structures or stone portions of structures shall be removed by blasting and/or sledging the masonry into sizes not larger than one cubic foot.
2. Portions of such structures below the permanent ground line, which will not in any manner interfere with the proposed construction, may be left in place, but removal shall be carried at least 2 feet below the permanent ground line and neatly squared off.

F. Salvage:

1. All material such as pipe, timbers, railings, etc., which the Engineer deems as salvageable for reuse and all structural steel shall be in the property of City unless otherwise specified and delivered to a designated storage area.
2. All mechanical and electrical lift station material, which the Engineer deems as salvageable for reuse, including pumps and control panels shall be in the property of the City unless otherwise specified and delivered to a designated storage area.
3. The I-beams, stringers, etc., which are specified to be dismantled without damage for reuse, and all steel members when matchmarked and dismantled for reuse, shall be blocked off the ground in an upright position to protect the members against further damage.
4. Materials, other than structural steel, which are not deemed salvable by the Engineer, shall become the property of the Contractor and shall be removed to suitable disposal sites off of the right-of-way arranged for by the Contractor, or otherwise disposed of in a manner satisfactory to the Engineer.
5. Where temporary structures are necessary for a detour adjacent to the present structure, the Contractor will be permitted to use the material in the old structure for the detour structure, but he shall dismantle and stack or dispose of the material as required above as soon as the new structure is opened for traffic.

G. Backfill:

1. All excavation made in connection with this specification and all openings below the natural ground line caused by the removal of old structures or portions thereof shall be backfilled to the level of the original ground line, unless otherwise provided on the plans.
2. That portion of the backfill which will support any portion of the roadbed or embankment shall be placed in layers of the same depth as those required for placing embankment. Material in each layer shall be wetted uniformly, if required, and shall be compacted to the density required in the adjoining embankment. In places inaccessible to blading and rolling equipment, mechanical or hand tamps or rammers shall be used to obtain the required compaction.
3. That portion of the backfill which will not support any portion of the roadbed or embankment shall be placed as directed by the Engineer in such manner and to such state of compaction as will preclude objectionable amount of settlement.

END OF SECTION 024200

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## SECTION 03 10 00

### CONCRETE FORMS AND ACCESSORIES

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Formwork for cast-in place concrete.
  - 2. Shoring, bracing, and anchorage.
  - 3. Architectural form liners.
  - 4. Form accessories.
  - 5. Form stripping.
- B. Related Sections:
  - 1. Section 032000 - Concrete Reinforcement.
  - 2. Section 033000 - Cast-in-Place Concrete.

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
  - 2. ACI 301 - Specifications for Structural Concrete.
  - 3. ACI 318 - Building Code Requirements for Structural Concrete.
  - 4. ACI 347 - Guide to Formwork for Concrete.
- B. American Forest and Paper Association:
  - 1. AF&PA - National Design Specifications for Wood Construction.
- C. The Engineered Wood Association:
  - 1. APA/EWA PS 1 - Voluntary Product Standard for Construction and Industrial Plywood.
- D. ASTM International:
  - 1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
  - 2. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
- E. West Coast Lumber Inspection Bureau:
  - 1. WCLIB - Standard Grading Rules for West Coast Lumber.

### 1.3 DESIGN REQUIREMENTS

- A. Design, engineer and construct formwork, shoring and bracing in accordance with ACI 318 to conform to design and applicable code requirements to achieve concrete shape, line and dimension as indicated on Drawings.

### 1.4 PERFORMANCE REQUIREMENTS

- A. Vapor Retarder Permeance: Maximum .03 perms when tested in accordance with ASTM E96, Procedure A.

### 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 347 ACI 301 ACI 318.
- B. For wood products furnished for work of this Section, comply with AF&PA.
- C. Perform Work in accordance with State Municipality of Highways Public Work's standard.

### 1.6 COORDINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate this Section with other sections of work, requiring attachment of components to formwork.

## PART 2 PRODUCTS

### 2.1 WOOD FORM MATERIALS

- A. Form Materials: At discretion of Contractor.

### 2.2 FORMWORK ACCESSORIES

- A. Vapor Retarder: Where indicated on Drawings, 10 mil thick polyethylene sheet manufacture by:
  - 1. Stego Wrap Class A: by Stego Industries LLC (887) 464-7834
  - 2. Griffolyn by Reef Industries (800) 231-6074
  - 3. VaporBlock 10 by Raven Industries (800) 635-3456
  - 4. Perminator Vapor – May by W.R. Meadows (800) 342-5976
  - 5. Or Equivalent
- B. Bituminous Joint Filler: ASTM D1751.

- C. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength and character to maintain formwork in place while placing concrete.
- D. Water Stops: Rubber Polyvinyl chloride, minimum 1,750 psi tensile strength, minimum 50 degrees F to plus 175 degrees F working temperature range, inch wide, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing.

\*\*\*\*\* OR \*\*\*\*\*

- E. Waterstop: Flexible strip of bentonite waterproofing compound in coil form for joints in concrete construction.
  - 1. Colloid Environmental Technologies Company Model.
  - 2. TC MiraDRi Model.
  - 3. Paramount Technical Products Model.
  - 4. Substitutions: Section 016000 - Product Requirements Not Permitted.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.
- C. When formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement before proceeding, request instructions from Architect/Engineer.

#### 3.2 INSTALLATION

- A. Earth Forms:
  - 1. Earth forms are not permitted.
- B. Formwork - General:
  - 1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
  - 2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
  - 3. Camber forms where necessary to produce level finished soffits unless otherwise shown on Drawings.
  - 4. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.
  - 5. Complete wedging and bracing before placing concrete.

- C. Forms for Smooth Finish Concrete:
  - 1. Use steel, plywood or lined board forms.
  - 2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
  - 3. Install form lining with close-fitting square joints between separate sheets without springing into place.
  - 4. Use full size sheets of form lines and plywood wherever possible.
  - 5. Tape joints to prevent protrusions in concrete.
  - 6. Use care in forming and stripping wood forms to protect corners and edges.
  - 7. Level and continue horizontal joints.
  - 8. Keep wood forms wet until stripped.
- D. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 301 ACI 318.
- E. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- F. Obtain Architect/Engineer's approval before framing openings in structural members not indicated on Drawings.
- G. Install fillet and chamfer strips on external corners of beams joists columns and.
- H. Install void forms in accordance with manufacturer's recommendations.
  - 1. SureVoid Products, Inc., Englewood, CO (800) 458-5444.
- I. Do not reuse wood formwork more than times for concrete surfaces to be exposed to view. Do not patch formwork.

### 3.3 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces are indicated to receive special finishes or applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.
- D. Reuse and Coating of Forms: Thoroughly clean forms and reapply form coating before each reuse. For exposed work, do not reuse forms with damaged faces or edges. Apply form coating to forms in accordance with manufacturer's specifications. Do not coat forms for concrete indicated to receive "scored finish". Apply form coatings before placing reinforcing steel.

### 3.4 INSTALLATION - INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Install formed openings for items to be embedded in or passing through concrete work.
- B. Locate and set in place items required to be cast directly into concrete.
- C. Coordinate with Work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.
- D. Install accessories straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.
- G. Form Ties:
  - 1. Use sufficient strength and sufficient quantity to prevent spreading of forms.
  - 2. Place ties at least 1 inch away from finished surface of concrete.
  - 3. Leave inner rods in concrete when forms are stripped.
  - 4. Space form ties equidistant, symmetrical and aligned vertically and horizontally unless otherwise shown on Drawings.
- H. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.
- I. Construction Joints:
  - 1. Install surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints.
  - 2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
  - 3. Show no overlapping of construction joints. Construct joints to present same appearance as butted plywood joints.
  - 4. Arrange joints in continuous line straight, true and sharp.
- J. Openings for Items Passing Through Concrete:
  - 1. Frame openings in concrete where indicated on Drawings. Establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections.
  - 2. Coordinate work to avoid cutting and patching of concrete after placement.
  - 3. Perform cutting and repairing of concrete required as result of failure to provide required openings.
- K. Screeds:



1. Set screeds and establish levels for tops of concrete slabs and levels for finish on slabs.
  2. Slope slabs to drain where required or as shown on Drawings.
  3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms. Remove freestanding water.
- L. Screed Supports:
1. For concrete over waterproof membranes and vapor retarder membranes, use cradle, pad or base type screed supports which will not puncture membrane.
  2. Staking through membrane is not be permitted.
- M. Cleanouts and Access Panels:
1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris and waste material.
  2. Clean forms and surfaces against which concrete is to be placed. Remove chips, saw dust and other debris. Thoroughly blow out forms with compressed air just before concrete is placed.

### 3.5 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

### 3.6 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads and removal has been approved by Architect/Engineer.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.
- D. Leave forms in place for minimum number of days as specified in ACI 347.

### 3.7 ERECTION TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 301 ACI 318.

\*\*\*\*\* OR \*\*\*\*\*

- B. Camber slabs and beams 1/4 inch per 10 feet in accordance with ACI 301 ACI 318.

### 3.8 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements 017000 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.
- C. Notify Architect/Engineer after placement of reinforcing steel in forms, but prior to placing concrete.
- D. Schedule concrete placement to permit formwork inspection before placing concrete.

END OF SECTION

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## SECTION 03 20 00

### CONCRETE REINFORCEMENT

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Reinforcing bars.
  - 2. Welded wire fabric.
  - 3. Reinforcement accessories.
- B. Related Sections:
  - 1. Section 031000 - Concrete Forms and Accessories.
  - 2. Section 033000 - Cast-in-Place Concrete.
  - 3. Section 033500 - Concrete: Reinforcement for concrete floor toppings.

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 318 - Building Code Requirements for Structural Concrete.
  - 3. ACI 530.1 - Specifications for Masonry Structures.
  - 4. ACI SP-66 - ACI Detailing Manual.
- B. ASTM International:
  - 1. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
  - 2. ASTM A184/A184M - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
  - 3. ASTM A496 - Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
  - 4. ASTM A497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
  - 5. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
  - 6. ASTM A704/A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
  - 7. ASTM A706/A706M - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
  - 8. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
  - 9. ASTM A775/A775M - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.
  - 10. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Fabric for Reinforcement.

11. ASTM A934/A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
  12. ASTM A996/A996M - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
  13. ASTM D3963/D3963M - Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Reinforcing Steel Bars.
- C. American Welding Society:
1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.
- D. Concrete Reinforcing Steel Institute:
1. CRSI - Manual of Standard Practice.
  2. CRSI - Placing Reinforcing Bars.

### 1.3 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and welded wire fabric, bending and cutting schedules, and supporting and spacing devices.
- C. Certificates: Submit AWS qualification certificate for welders employed on the Work.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
1. Submit certified copies of mill test report of reinforcement materials analysis.

### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with CRSI - Manual of Standard Practice, ACI 301, and ACI 318.
- B. Prepare shop drawings in accordance with ACI SP-66.

### 1.5 QUALIFICATIONS

- A. Welders: AWS qualified within previous 12 months.

### 1.6 COORDINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate with placement of formwork, formed openings and other Work.

## PART 2 PRODUCTS

### 2.1 REINFORCEMENT

- A. Deformed and Plain Reinforcement: ASTM A615/A615M; 60 ksi yield strength, steel bars, unfinished.

### 2.2 ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16 gage annealed.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.
- C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic tipped steel; size and shape to meet Project conditions.
- D. Reinforcing Splicing Devices: Mechanical type; full tension and compression; sized to fit joined reinforcing.
- E. Epoxy Coating Patching Material: Type as recommended by coating manufacturer.

### 2.3 FABRICATION

- A. Fabricate concrete reinforcement in accordance with CRSI Manual of Practice, and ACI 318, on and all applicable codes.
- B. Form standard hooks for 180 degree bends, 90 degree bend, stirrup and tie hooks, and seismic hooks as indicated on Drawings.
- C. Form reinforcement bends with minimum diameters in accordance with ACI 318 and all applicable codes.
- D. Fabricate column reinforcement with offset bends at reinforcement splices.
- E. Form spiral column reinforcement from minimum 3/8 inch diameter continuous deformed bar or wire.
- F. Form ties and stirrups from the following:
  - 1. For bars No. 10 and Smaller: No. 3 deformed bars.
  - 2. For bars No. 11 and Larger: No. 4 deformed bars.
- G. Weld reinforcement in accordance with AWS D1.4.
- H. Galvanized Epoxy-Coated Reinforcement: Clean surfaces, weld and re-protect welded joint in accordance with CRSI.

- I. Locate reinforcement splices not indicated on Drawings, at point of minimum stress. Review location of splices with Architect/Engineer.

## 2.4 SOURCE QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Make completed reinforcement available for inspection at manufacturer's factory prior to packaging for shipment. Notify Architect/Engineer at least seven days before inspection is allowed.
- C. When fabricator is approved by authority having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
  1. Specified shop tests are not required for Work performed by approved fabricator.

## PART 3 EXECUTION

### 3.1 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance.
  1. Do not weld crossing reinforcement bars for assembly.
- B. Do not displace or damage vapor retarder.
- C. Accommodate placement of formed openings.
- D. Space reinforcement bars with minimum clear spacing in accordance with ACI 318 of one bar diameter, but not less than 1 inch.
  1. Where bars are indicated in multiple layers, place upper bars directly above lower bars.
- E. Maintain concrete cover around reinforcement in accordance with ACI 318 applicable code as follows:

|                                            |                         |              |
|--------------------------------------------|-------------------------|--------------|
| Footings and Concrete Formed Against Earth |                         | 3 inches     |
| Concrete exposed to earth or weather       | No. 6 bars and larger   | 2 inches     |
|                                            | No. 5 bars and smaller  | 1-1/2 inches |
| Supported Slabs, Walls, and Joists         | No. 14 bars and larger  | 1-1/2 inches |
|                                            | No. 11 bars and smaller | 3/4 inches   |
| Beams and Columns                          |                         | 1-1/2 inches |

|                                |                        |            |
|--------------------------------|------------------------|------------|
| Shell and Folded Plate Members | No. 6 bars and larger  | 3/4 inches |
|                                | No. 5 bars and smaller | 1/2 inches |

### 3.2 ERECTION TOLERANCES

- A. Section 014000 - Quality Requirements: Tolerances.
- B. Install reinforcement within the following tolerances for flexural members, walls, and compression members:

| Reinforcement Depth   | Depth Tolerance        | Concrete Cover Tolerance |
|-----------------------|------------------------|--------------------------|
| Greater than 8 inches | plus or minus 3/8 inch | minus 3/8 inch           |
| Less than 8 inches    | plus or minus 1/2 inch | minus 1/2 inch           |

- C. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.

### 3.3 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Field inspection and testing will be performed by Owner's testing laboratory in accordance with ACI 318 and IBC 2006.
- C. Provide free access to Work and cooperate with appointed firm.
- D. Reinforcement Inspection:
  1. Placement Acceptance: Specified and ACI 318 material requirements and specified placement tolerances.
  2. Welding: Inspect welds in accordance with AWS D1.1.
  3. Periodic Placement Inspection: Inspect for correct materials, fabrication, sizes, locations, spacing, concrete cover, and splicing.
  4. Weldability Inspection: Inspect for reinforcement weldability when formed from steel other than ASTM A706/A706M.
  5. Continuous Weld Inspection: Inspect reinforcement as required by ACI 318.
  6. Periodic Weld Inspection: Other welded connections.

### 3.4 SCHEDULES



- A. Reinforcement For Superstructure Framing Members: Deformed bars, unfinished.
- B. Reinforcement For Foundation Wall Framing Members and Slab-on-Grade: Deformed bars and wire fabric, galvanized finish.
- C. Reinforcement For Parking Structure Framing Members: Deformed bars, epoxy-coated finish.

END OF SECTION

## SECTION 03 30 00

### CAST-IN-PLACE CONCRETE

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes cast-in-place concrete for the following:
  - 1. Foundation walls.
  - 2. Supported slabs.
  - 3. Slabs on grade.
  - 4. Control, expansion and contraction joint devices.
  - 5. Equipment pads.
  - 6. Light pole base.
  - 7. Flagpole base.
- B. Related Sections:
  - 1. Section 031000 - Concrete Forms and Accessories: Formwork and accessories. Placement of joint device joint device anchors in formwork.
  - 2. Section 032000 - Concrete Reinforcement.
  - 3. Section 033500 - Concrete Finishing.
  - 4. Section 033900 - Concrete Curing.

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 305 - Hot Weather Concreting.
  - 3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
  - 4. ACI 308.1 - Standard Specification for Curing Concrete.
  - 5. ACI 318 - Building Code Requirements for Structural Concrete.
- B. ASTM International:
  - 1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
  - 2. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - 3. ASTM C33 - Standard Specification for Concrete Aggregates.
  - 4. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
  - 5. ASTM C42/C42M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
  - 6. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
  - 7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
  - 8. ASTM C150 - Standard Specification for Portland Cement.

9. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
10. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
11. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
12. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
13. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
14. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
15. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
16. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
17. ASTM C685/C685M - Standard Specification for Concrete Made By Volumetric Batching and Continuous Mixing.
18. ASTM C845 - Standard Specification for Expansive Hydraulic Cement.
19. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
20. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
21. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
22. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
23. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
24. ASTM C1157 - Standard Performance Specification for Hydraulic Cement.
25. ASTM C1218 - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
26. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
27. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
28. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
29. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
30. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
31. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
32. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
33. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.

34. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

### 1.3 PERFORMANCE REQUIREMENTS

- A. Vapor Retarder Permeance: Maximum .03 perm when tested in accordance with ASTM E96.

### 1.4 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on joint devices, attachment accessories, admixtures.
- C. Design Data:
  1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
    - a. Hot and cold weather concrete work.
    - b. Air entrained concrete work.
  2. Identify mix ingredients and proportions, including admixtures.
  3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.
- D. Manufacturer's Installation Instructions: Submit installation procedures and interface required with adjacent Work.

### 1.5 CLOSEOUT SUBMITTALS

- A. Section 017000 - Execution Requirements: Closeout procedures.
- B. Project Record Documents: Accurately record actual locations of embedded utilities and components concealed from view in finished construction.

### 1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301 and ACI 318.
- B. Conform to ACI 305 when concreting during hot weather.
- C. Conform to ACI 306.1 when concreting during cold weather.
- D. Acquire cement and aggregate from one source for Work.

## 1.7 COORDINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

## 1.8 ENVIRONMENTAL REQUIREMENTS

- A. Section 016000 - Product Requirements: Environmental conditions affecting products on site.
- B. Maintain concrete temperature after installation at minimum 50 degrees F for minimum 7 days.

## 1.9 COORDINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

# PART 2 PRODUCTS

## 2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal
- B. Normal Weight Aggregates: ASTM C33.
  - 1. Coarse Aggregate Maximum Size: 1.5
- C. Water: ACI 318; potable, without deleterious amounts of chloride ions.

## 2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Fly Ash: ASTM C618 type C or F.
- C. Silica Fume: ASTM C1240.

## 2.3 ACCESSORIES

- A. Vapor Retarder: ASTM E1745 Class A; 10 mil thick; type recommended for below grade application. Furnish joint tape recommended by manufacturer.

- B. Non-Shrink Grout: ASTM C1107, premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

## 2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler; Asphalt impregnated fiberboard or felt, tongue and groove profile.

\*\*\*\*\* OR \*\*\*\*\*

- B. Joint Filler: ASTM D1752; Closed cell, resiliency of 95 percent if not compressed more than 50 percent of original thickness.
- C. Sealant: ASTM C309, Type I approved by Asphalt and Vinyl composition Tile Institute, 30% minimum solids content.

## 2.5 CONCRETE MIX

- A. Select proportions for normal weight concrete in accordance with ACI 301 Method 1
- B. Provide concrete for the following criteria:

| Material and Property         | Measurement                                    |
|-------------------------------|------------------------------------------------|
| Compressive Strength (7 day)  | 2100 psi                                       |
| Compressive Strength (28 day) | 3000 psi                                       |
| Cement Type                   | ASTM C150                                      |
| Aggregate Size (maximum)      | 1.5 inch                                       |
| Air Content                   | Do not use air entrainment for concrete mixes. |
| Slump                         | 5 inches                                       |

- C. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Architect/Engineer.
1. Use accelerating admixtures in cold weather. Use of admixtures will not relax cold weather placement requirements.
  2. Do not use calcium chloride nor admixtures containing calcium chloride.
  3. Use set retarding admixtures during hot weather.
- D. Site Mixed Concrete: No site mixed concrete is allowed.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

### 3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.
- B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- C. Remove debris and ice from formwork, reinforcement, and concrete substrates.
- D. Remove water from areas receiving concrete before concrete is placed.

### 3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301.
- B. Notify testing laboratory and Architect/Engineer minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, and are not disturbed during concrete placement.
- D. Install vapor retarder under interior slabs on grade in accordance with ASTM E1643. Lap joints minimum 6 inches and seal watertight by adhesive applied between overlapping edges and ends as per manufacturer recommendations.
- E. Repair vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material; lap over damaged areas minimum 6 inches and seal watertight.
- F. Install construction joint devices in coordination with floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
- G. Install joint device anchors. Maintain correct position to allow joint cover to be flush with floor finish.
- H. Install joint covers in one piece longest practical length, when adjacent construction activity is complete.

- I. Deposit concrete at final position. Prevent segregation of mix.
- J. Place concrete in continuous operation for each panel or section determined by predetermined joints.
- K. Consolidate concrete.
- L. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- M. Place concrete continuously between predetermined expansion, control, and construction joints.
- N. Do not interrupt successive placement; do not permit cold joints to occur.
- O. Saw cut joints within 12 hours after placing. Use 3/16 inch thick blade, cut into 1/4 depth of slab thickness.
- P. Screed floors and slabs on grade level, maintaining surface flatness of  $F_f$  of 35.

#### 3.4 CONCRETE FINISHING

- A. Finish concrete floor surfaces to requirements of Section 03350.
- B. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains.

#### 3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
  - 1. Protect concrete footings from freezing for minimum 5 days.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Cure floor surfaces as specified in Section 03390.
- D. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days.
- E. Spraying: Spray water over floor slab areas and maintain wet for 7 days.

#### 3.6 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.



- B. Field inspection and testing will be performed by Owner's testing laboratory in accordance with ACI 318
- C. Provide free access to Work and cooperate with appointed firm.
- D. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.
- E. Concrete Inspections:
  - 1. Continuous Placement Inspection: Inspect for proper installation procedures.
  - 2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.
- F. Strength Test Samples:
  - 1. Sampling Procedures: ASTM C172.
  - 2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured field cured.
  - 3. Sample concrete and make one set of three cylinders for every 150 cu yds or less of each class of concrete placed each day and for every 5,000 sf of surface area for slabs and walls.
  - 4. When volume of concrete for any class of concrete would provide less than 3 sets of cylinders, take samples from three randomly selected batches, or from every batch when less than 3 batches are used.
  - 5. Make one additional cylinder during cold weather concreting, and field cure.
- G. Field Testing:
  - 1. Slump Test Method: ASTM C143/C143M.
  - 2. Air Content Test Method: ASTM C173/C173M.
  - 3. Temperature Test Method: ASTM C1064/C1064M.
  - 4. Measure slump and temperature for each compressive strength concrete sample.
  - 5. Measure air content in air entrained concrete for each compressive strength concrete sample.
- H. Cylinder Compressive Strength Testing:
  - 1. Test Method: ASTM C39.
  - 2. Test Acceptance: In accordance with ACI 318 .
  - 3. Test one cylinder at 7 days.
  - 4. Test two cylinders at 28 days.
  - 5. Dispose remaining cylinders when testing is not required.
- I. Core Compressive Strength Testing:
  - 1. Sampling and Testing Procedures: ASTM C42/C42M.
  - 2. Test Acceptance: In accordance with ACI 318.
  - 3. Drill three cores for each failed strength test from concrete represented by failed strength test.
- J. Water Soluble Chloride Ion Concentration Test Method: ASTM C1218; tested at 28 days.
  - 1. Maximum Concentration: As permitted by applicable code.

- K. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

### 3.7 PATCHING

- A. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect/Engineer upon discovery.
- C. Patch imperfections as directed by Architect/Engineer

### 3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Architect/Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

### 3.9 SCHEDULE - CONCRETE TYPES AND FINISHES

- A. Foundation Walls: 3,000 psi 28 day concrete, form finish with honeycomb filled surface.
- B. Underside of Supported Floors and Structure Exposed to View: 4,000 psi 28 day concrete, sack rubbed finish.
- C. Exposed Portico Structure: 4,000 psi 28 day concrete, air entrained, smooth stone rubbed finish.

### 3.10 SCHEDULE - JOINT FILLERS

- A. Basement Floor Slab Perimeter: Joint filler Type A set 1/8 inch below floor slab elevation.
- B. Exterior Retaining Wall at Loading Dock: Joint filler Type F recessed 3/8 inch with sealant cover.

END OF SECTION

SECTION 03 35 00  
CONCRETE FINISHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Finishing concrete floors [and floor toppings].
  - 2. Floor surface treatment.
- B. Related Sections:
  - 1. Section 033000 - Cast-in-Place Concrete: [Prepared concrete floors ready to receive finish;] [control and formed expansion and contraction joints and joint devices].
  - 2. Section 03360 - Concrete Finishes: Exposed aggregate finish.
  - 3. Section 033900 - Concrete Curing.
  - 4. Section 079513 - Expansion Joint Cover Assemblies.
  - 5. Section 079200 - Joint Sealers.

1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 302.1 - Guide for Concrete Floor and Slab Construction.
- B. ASTM International:
  - 1. ASTM E1155 - Standard Test Method for Determining Floor Flatness and of Levelness Using the F-number System.

1.3 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on concrete hardener, sealer, curing compounds curing papers and slip resistant treatment, compatibilities, and limitations.

1.4 CLOSEOUT SUBMITTALS

- A. Section 017000 - Execution Requirements: Closeout procedures.
- B. Operation and Maintenance Data: Submit data on maintenance renewal of applied coatings.

## 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301 and ACI 302.1.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Product storage and handling requirements.
- B. Deliver materials in manufacturer's packaging including application instructions.

## 1.7 ENVIRONMENTAL REQUIREMENTS

- A. Section 016000 - Product Requirements: Environmental conditions affecting products on site.

## 1.8 COMPOUNDS - HARDENERS AND SEALERS

- A. Chemical Hardener: Magnesium fluorosilicate and zinc fluorosilicate blend

## PART 2 EXECUTION

### 2.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Verify floor surfaces are acceptable to receive the Work of this section.

### 2.2 FLOOR FINISHING

- A. Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.1.
- B. Wood float surfaces receiving quarry tile, ceramic tile, and cementitious terrazzo with full bed setting system.
- C. Steel trowel surfaces receiving carpeting, resilient flooring, seamless flooring, thin set terrazzo, thin set quarry tile, and thin set ceramic tile.
- D. Steel trowel surfaces which are scheduled to be exposed.

### 2.3 TOLERANCES

- A. Section 014000 - Quality Requirements: Tolerances.
- B. Measure for F(F) and F(L) tolerances for floors in accordance with ASTM E1155, within 48 hours after slab installation.
- C. Finish concrete to achieve the following tolerances:
  - 1. Under Glazed Tile on Setting Bed: F(F) 35 and F(L) 20.

2. Under Resilient Finishes: F(F) 75 and F(L) 50.
  3. Exposed to View and Foot Traffic: F(F) 75 and F(L) 40.
  4. Correct slab surface when actual F(F) or F(L) number for floor installation measures less than required.
- D. Correct defects in defined traffic floor by grinding or removal and replacement of defective Work. Areas requiring corrective Work will be identified. Re-measure corrected areas by same process.

END OF SECTION

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SECTION 03 39 00  
CONCRETE CURING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes initial and final curing of horizontal and vertical concrete surfaces.
- B. Related Sections:
  - 1. Section 033000 - Cast-In-Place Concrete.
  - 2. Section 033500 - Concrete Finishing.

1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 302.1 - Guide for Concrete Floor and Slab Construction.
  - 3. ACI 308.1 - Standard Specification for Curing Concrete.
  - 4. ACI 318 - Building Code Requirements for Structural Concrete.
- B. ASTM International:
  - 1. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete.
  - 2. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
  - 3. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
  - 4. ASTM D2103 - Standard Specification for Polyethylene Film and Sheeting.

1.3 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on curing compounds, mats, paper, film, compatibilities, and limitations.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Membrane Curing Compound Type 1.

- B. Membrane Curing Compound: ASTM C1315 Type I.
- C. Water: Potable, not detrimental to concrete.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Verify substrate surfaces are ready to be cured.

### 3.2 INSTALLATION - HORIZONTAL SURFACES

- A. Cure concrete in accordance with ACI 308.1.
- B. Ponding: Maintain 100 percent coverage of water over floor slab areas, continuously for 4 days.

\*\*\*\*\* [OR] \*\*\*\*\*

- C. Spraying: Spray water over floor slab areas and maintain wet for 7 days.

\*\*\*\*\* [OR] \*\*\*\*\*

- D. Absorptive Mat: Spread cotton fabric over floor slab areas. Spray with water until mats are saturated, and maintain in saturated condition for 7 days.

\*\*\*\*\* [OR] \*\*\*\*\*

- E. Absorptive Mat: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides; maintain in place for 7 days.

### 3.3 PROTECTION OF FINISHED WORK

- A. Section 017000 - Execution Requirements: Protecting finished Work.
- B. Do not permit traffic over unprotected floor surface.

### 3.4 SCHEDULES

- A. Storage Area Slabs: Absorptive mats, burlap-polyethylene type.



- B. Retaining Walls: Membrane curing compound, acrylic type, clear color.
- C. Concrete Pavement: Membrane curing compound, opaque color.
- D. Other Floor Areas: Membrane curing compound, acrylic type, translucent color.

END OF SECTION

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## SECTION 03 60 00

### GROUT

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Portland cement grout.
  - 2. Rapid curing epoxy grout.
  - 3. Non-shrink cementitious grout.
- B. Related Sections:
  - 1. Section 033000 - Cast-in-Place Concrete.

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 318 - Building Code Requirements for Structural Concrete.
- B. American Society of Testing and Materials:
  - 1. ASTM C33 - Standard Specification for Concrete Aggregates.
  - 2. ASTM C40 - Test Method for Organic Impurities in Fine Aggregates for Concrete.
  - 3. ASTM C150 - Standard Specification for Portland Cement.
  - 4. ASTM C191 - Test Method for Time of Setting of Hydraulic Cement by Vicat Needle.
  - 5. ASTM C307 - Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacing.
  - 6. ASTM C531 - Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
  - 7. ASTM C579 - Test Method for Compressive Strength of Chemical-Resistant Mortars, Grouts, monolithic Surfacing and Polymer Concretes.
  - 8. ASTM C827 - Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures.
- C. U. S. Army Corps of Engineers Concrete Research Division (CRD):
  - 1. CRD C621 - Non-Shrink Grout.

## PART 2 PRODUCTS

### 2.1 PORTLAND CEMENT GROUT MATERIALS

- A. Portland Cement: ASTM C150, Type I and II.
- B. Water:
1. Potable; containing no impurities, suspended particles, algae or dissolved natural salts in quantities capable of causing:
    - a. Corrosion of steel.
    - b. Volume change increasing shrinkage cracking.
    - c. Efflorescence.
    - d. Excess air entraining.
- C. Fine Aggregate:
1. Washed natural sand.
  2. Gradation in accordance with ASTM C33 and represented by smooth granulometric curve within required limits.
  3. Free from injurious amounts of organic impurities as determined by ASTM C40.
- D. Mix:
1. Portland cement, sand and water. Do not use ferrous aggregate or staining ingredients in grout mixes.

### 2.2 RAPID CURING EPOXY GROUT

- A. Rapid Curing Epoxy Grout: High strength, three component epoxy grout formulated with thermosetting resins and inert fillers. Rapid-curing, high adhesion, and resistant to ordinary chemicals, acids and alkalies.

|                          |           |                                     |
|--------------------------|-----------|-------------------------------------|
| Compressive Strength     | ASTM C579 | 12,000 psi at 7 days                |
| Tensile Strength         | ASTM C307 | 2,000 psi minimum                   |
| Coefficient of Expansion | ASTM C531 | $30 \times 10^{-6}$ in per degree F |
| Shrinkage                | ASTM C827 | None                                |

### 2.3 NON-SHRINK CEMENTITIOUS GROUT

- A. Properties: Certified to maintain initial placement volume or expand after set and meet the following minimum properties when tested in accordance with CRD-C621, for Type D non-shrink grout:

| Property     | Test      | Time    | Result               |
|--------------|-----------|---------|----------------------|
| Setting Time | ASTM C191 | Initial | 2 hours (Approx)     |
|              |           | Final   | 3 hours (Approx)     |
| Expansion    |           |         | 0.10% - 0.4% Maximum |

|                      |          |         |                          |
|----------------------|----------|---------|--------------------------|
| Compressive Strength | CRD-C621 | 1 day   | 4,000 psi                |
|                      |          | 7 days  | 7,000 psi                |
|                      |          | 28 days | 10,000 psi to 10,800 psi |

## 2.4 FORMWORK

- A. Refer to Section 031000 for formwork requirements.

## 2.5 CURING

- A. Prevent rapid loss of water from grout during first 48 hours by use of approved membrane curing compound or with use of wet burlap method.

# PART 3 EXECUTION

## 3.1 PREPARATION

- A. Remove defective concrete, laitance, dirt, oil, grease and other foreign material from concrete surfaces by brushing, hammering, chipping or other similar means until sound, clean concrete surface is achieved.
- B. Rough concrete lightly, but not enough to interfere with placement of grout.
- C. Remove foreign materials from metal surfaces in contact with grout.
- D. Align, level and maintain final positioning of components to be grouted.
- E. Saturate concrete surfaces with clean water; remove excess water, leave none standing.

## 3.2 MIXING

- A. Portland Cement Grout:
  1. Use proportions of 2 parts sand and 1 part cement, measured by volume.
  2. Prepare grout with water to obtain consistency to permit placing and packing.
  3. Mix water and grout in two steps; pre-mix using approximately 2/3 of water; after partial mixing, add remaining water to bring mix to desired placement consistency and continue mixing 2 to 3 minutes.
  4. Mix only quantities of grout capable of being placed within 30 minutes after mixing.
  5. Do not add additional water after grout has been mixed.
  6. Capable of developing minimum compressive strength of 2400 psi in 48 hours and 7000 psi in 28 days.

\*\*\*\*\* [OR] \*\*\*\*\*

### 3.3 PLACING GROUT

- A. Place grout material quickly and continuously.
- B. Do not use pneumatic-pressure or dry-packing methods.
- C. Apply grout from one side only to avoid entrapping air.
- D. Do not vibrate placed grout mixture, or permit placement when area is being vibrated by nearby equipment.
- E. Thoroughly compact final installation and eliminate air pockets.
- F. Do not remove leveling shims for at least 48 hours after grout has been placed.

### 3.4 CURING

- A. Immediately after placement, protect grout from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. After grout has attained its initial set, keep damp for minimum of 3 days.

### 3.5 FIELD QUALITY CONTROL

- A. Submit proposed mix design of each class of grout to inspection and testing firm for review prior to commencement of Work.
- B. Tests of grout components may be performed to ensure conformance with specified requirements.

END OF SECTION

## SECTION 04 05 14

### MASONRY MORTAR AND GROUT

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes mortar and grout for masonry.
- B. Related Sections:
  - 1. Section 042000 - Unit Masonry Assemblies: Installation of mortar and grout.
  - 2. Section 042016 - Reinforced Unit Masonry Assemblies: Installation of mortar and grout.

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 530 - Building Code Requirements for Masonry Structures.
  - 2. ACI 530.1 - Specifications for Masonry Structures.
- B. ASTM International:
  - 1. ASTM C5 - Standard Specification for Quicklime for Structural Purposes.
  - 2. ASTM C91 - Standard Specification for Masonry Cement.
  - 3. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
  - 4. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
  - 5. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
  - 6. ASTM C150 - Standard Specification for Portland Cement.
  - 7. ASTM C199 - Standard Test Method for Pier Test for Refractory Mortars.
  - 8. ASTM C206 - Standard Specification for Finishing Hydrated Lime.
  - 9. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
  - 10. ASTM C387 - Standard Specification for Packaged, Dry, Combined Materials for Mortar and Concrete.
  - 11. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
  - 12. ASTM C476 - Standard Specification for Grout for Masonry.
  - 13. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
  - 14. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
  - 15. ASTM C1019 - Standard Test Method for Sampling and Testing Grout.
  - 16. ASTM C1142 - Standard Specification for Extended Life Mortar for Unit Masonry.
  - 17. ASTM C1314 - Standard Test Method for Constructing and Testing Masonry Prisms Used to Determine Compliance with Specified Compressive Strength of Masonry.
  - 18. ASTM C1329 - Standard Specification for Mortar Cement.
  - 19. ASTM C1357 - Standard Test Method for Evaluating Masonry Bond Strength.

### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Submittal requirements.
- B. Design Data: Submit design mix when Property specification of ASTM C270 is to be used, required environmental conditions, and admixture limitations.

### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 530 and ACI 530.1.

### 1.5 ENVIRONMENTAL REQUIREMENTS

- A. Section 016000 - Product Requirements.
- B. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F.
- C. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F or ambient temperature is greater than 90 degrees F with wind velocity greater than 8 mph.

## PART 2 PRODUCTS

### 2.1 COMPONENTS

- A. Portland Cement: ASTM C150, Type I
- B. Calcium chloride is not permitted.

### 2.2 MIXES

- A. Mortar Mixes:
  - 1. Extended Life Mortar: ASTM C1142, Type RS
- B. Mortar Mixing:
  - 1. Thoroughly mix mortar ingredients in accordance with ASTM C270 in quantities needed for immediate use.
  - 2. Achieve uniformly damp sand immediately before mixing process.
  - 3. Re-temper only within two hours of mixing.
- C. Grout Mixes:
  - 1. Grout for Non-Structural Masonry: 3,000 psi strength at 28 days; 8-11 inches slump; mixed in accordance with ASTM C476 grout.
  - 2. Grout for Structural Masonry: 3,000 psi strength at 28 days; 8-11 inches slump; mixed in accordance with ASTM C476 grout.



- 3. Application:
  - a. Coarse Grout: For grouting spaces with minimum 4 inches dimension in every direction.
  - b. Fine Grout: For grouting other spaces.
- D. Grout Mixing:
  - 1. Mix grout in accordance with ASTM C94/C94M, modified to use ingredients complying with ASTM C476.
  - 2. Add admixtures; mix uniformly.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Request inspection of spaces to be grouted.

#### 3.2 INSTALLATION

- A. Install mortar and grout in accordance with ACI 530.1 Specifications for Masonry Structures.

#### 3.3 FIELD QUALITY CONTROL

- A. Establishing Mortar Mix: In accordance with ASTM C270.
- B. Testing Frequency: One set of specified tests for every 5,000 sf of completed wall area.
- C. Testing of Mortar Mix: In accordance with ASTM C780 for aggregate ratio and water content, air content, consistency, and compressive strength.
- D. Testing of Grout Mix: In accordance with ASTM C1019 for compressive strength, and in accordance with ASTM C143/C143M for slump.
- E. Test compressive strength of mortar and masonry to ASTM C1314; test in accordance with masonry unit sections specified.

END OF SECTION

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## SECTION 04 20 16

### REINFORCED UNIT MASONRY ASSEMBLIES

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes concrete masonry units, reinforcement, anchorage, and accessories.
- B. Related Sections:
  - 1. Section 040514 - Masonry Mortar and Grout: Mortar and grout.

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 530 - Building Code Requirements for Masonry Structures.
  - 2. ACI 530.1 - Specifications for Masonry Structures.
- B. ASTM International:
  - 1. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
  - 2. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
  - 3. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
  - 4. ASTM A580/A580M - Standard Specification for Stainless Steel Wire.
  - 5. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
  - 6. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
  - 7. ASTM A951 - Standard Specification for Masonry Joint Reinforcement.
  - 8. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction.
  - 9. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
  - 10. ASTM C27 - Standard Classification of Fireclay and High-Alumina Refractory Brick.
  - 11. ASTM C34 - Standard Specification for Structural Clay Load-Bearing Wall Tile.
  - 12. ASTM C55 - Standard Specification for Concrete Brick.
  - 13. ASTM C56 - Standard Specification for Structural Clay Non-Load-Bearing Tile.
  - 14. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale).
  - 15. ASTM C67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.

16. ASTM C73 - Standard Specification for Calcium Silicate Face Brick (Sand-Lime Brick).
17. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units.
18. ASTM C126 - Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units.
19. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units.
20. ASTM C140 - Standard Test Methods of Sampling and Testing Concrete Masonry Units.
21. ASTM C212 - Standard Specification for Structural Clay Facing Tile.
22. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).
23. ASTM C315 - Standard Specification for Clay Flue Linings.
24. ASTM C530 - Standard Specification for Structural Clay Non-Loadbearing Screen Tile.
25. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
26. ASTM C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).
27. ASTM C744 - Standard Specification for Prefaced Concrete and Calcium Silicate Masonry Units.
28. ASTM C1261 - Standard Specification for Firebox Brick for Residential Fireplaces.
29. ASTM C1283 - Standard Practice for Installing Clay Flue Lining.
30. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
31. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
32. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

C. National Fire Protection Association:

1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

D. Underwriters Laboratories Inc.:

1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

### 1.3 PERFORMANCE REQUIREMENTS

A. Concrete Masonry Compressive Strength

1. Concrete Masonry Units: 1900 psi minimum net area compressive strength.

### 1.4 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Submittal requirements.

B. Shop Drawings: Indicate bars sizes, spacings, locations, reinforcement quantities, bending and cutting schedules, supporting and spacing devices for reinforcement.

C. Product Data:

1. Submit data for masonry units and fabricated wire reinforcement.

## 1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 530 and ACI 530.1.

## 1.6 QUALIFICATIONS

A. Installer: Company specializing in performing Work of this section with minimum three years experience.

## 1.7 ENVIRONMENTAL REQUIREMENTS

A. Section 016000 - Product Requirements.

B. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F.

C. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F or ambient temperature is greater than 90 degrees F with wind velocity greater than 8 mph.

## PART 2 PRODUCTS

### 2.1 COMPONENTS

A. Hollow Load Bearing Concrete Masonry Units (CMU): ASTM C90; normal weight.

### 2.2 ACCESSORIES

A. Single Wythe Joint Reinforcement: ASTM A951; ladder type; 0.148 inch diameter side rods with 0.148 inch diameter cross ties.

B. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade, deformed billet bars.

C. Anchor Rods: ASTM A307; Grade C; J-shaped or L-shaped; complete with washers and heavy hex nuts; sized for minimum 15 inch embedment.

1. Hot-Dipped Galvanizing: ASTM A153/A153M.

2. Mechanical Galvanizing: ASTM B695; Class 55.

D. Mortar and Grout: As specified in Section 04065.

- E. Joint Filler: Closed cell rubber; oversized 50 percent to joint width; self expanding.

## 2.3 SOURCE QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Test brick efflorescence in accordance with ASTM C67. Brick rated greater than “slightly effloresced” is not acceptable.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Verify field conditions are acceptable and are ready to receive work.
- C. Verify items provided by other sections of work are properly sized and located.
- D. Verify built-in items are in proper location, and ready for roughing into masonry work.

### 3.2 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied to other Sections.
- B. Furnish temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent support.
- C. Wet clay and shale brick before laying when initial rate of absorption is greater than 30 grams when tested in accordance with ASTM C67.

### 3.3 INSTALLATION

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form bed and head joints of uniform thickness.
- C. Coursing of Concrete Masonry Units:
  - 1. Bond: Running.
  - 2. Coursing: One unit and one mortar joint to equal 8 inches.
  - 3. Mortar Joints: Concave.
- D. Placing And Bonding:
  - 1. Lay solid masonry units in full bed of mortar, with full head joints.
  - 2. Lay hollow masonry units with face shell bedding on head and bed joints.

3. Buttering corners of joints or excessive furrowing of mortar joints are not permitted.
4. Remove excess mortar as Work progresses.
5. Interlock intersections and external corners.
6. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment is required, remove mortar and replace.
7. Perform job site cutting of masonry units with proper tools to assure straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
8. Isolate masonry from vertical structural framing members with movement joint .
9. Isolate top of masonry from horizontal structural framing members and slabs or decks.

E. Joint Reinforcement And Anchorage:

1. Install horizontal joint reinforcement 16 inches oc.
2. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
3. Place joint reinforcement continuous in first and second joint below top of walls.
4. Lap joint reinforcement ends minimum 6 inches.
5. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.
6. Embed anchors embedded in concrete attached to structural steel members. Embed anchorages in every sixth brick.

F. Lintels:

1. Install precast concrete lintels over openings.
2. Install reinforced unit masonry lintels over openings where steel or precast concrete lintels are not scheduled or indicated.
3. Openings Up To 42 inches Wide: Reinforce openings as indicated on Drawings.
4. Openings From 42 inches Up To 78 inches Wide: Reinforce openings as indicated on Drawings.
5. Openings Over 78 inches: Reinforce openings as indicated on Drawings.
6. Do not splice reinforcing bars.
7. Support and secure reinforcing bars from displacement.
8. Place and consolidate grout fill without displacing reinforcing.
9. Allow masonry lintels to attain specified strength before removing temporary supports.
10. Maintain minimum 8 inches bearing on each side of opening.

G. Grouted Components:

1. Reinforce bond beam with 1, No. 5 bar.
2. Reinforce pilaster with 1, No. 6 bar in each cell.
3. Lap splices bar diameters required by code.
4. Support and secure reinforcing bars from displacement.
5. Place and consolidate grout fill without displacing reinforcing.
6. At bearing locations, fill masonry cores with grout for minimum 12 inches either side of opening.

- H. Reinforced Masonry:
  - 1. Lay masonry units with cells vertically aligned and cavities between wythes clear of mortar and unobstructed.
  - 2. Place reinforcing, reinforcement bars, and grout as indicated on Drawings.
  - 3. Splice reinforcement in accordance with Section 03200.
  - 4. Support and secure reinforcement from displacement.
  - 5. Place and consolidate grout fill without displacing reinforcing.
  - 6. Place grout in accordance with ACI 530.1 Specification for Masonry Structures.
- I. Control And Expansion Joints:
  - 1. Install control and expansion joints at the following maximum spacings, unless otherwise indicated on Drawings:
    - a. Exterior Walls: 20 feet on center and within 10 feet on one side of each interior and exterior corner.
    - b. Interior Walls: 30 feet on center.
    - c. At changes in wall height.
  - 2. Do not continue horizontal joint reinforcement through control and expansion joints.
  - 3. Install preformed control joint device in continuous lengths. Seal butt and corner joints.
  - 4. Size control joint in accordance with Section 07900 for sealant performance.
  - 5. Form expansion joint by omitting mortar and cutting unit to form open space.
- J. Cutting And Fitting:
  - 1. Obtain Architect/Engineer's approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

### 3.4 ERECTION TOLERANCES

- A. Section 014000 - Quality Requirements: Tolerances.
- B. Maximum Variation From Alignment of Pilasters: 1/4 inch.
- C. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- D. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- E. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- F. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- G. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.
- H. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.



- I. Maximum Variation for Steel Reinforcement:
  - 1. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.
  - 2. Plus or minus 1/2 inch when distance from centerline of steel to opposite face of masonry is 8 inches or less.
  - 3. Plus or minus 1 inch when distance is between 8 and 24 inches.
  - 4. Plus or minus 1-1/4 inch when distance is greater than 24 inches.
  - 5. Plus or minus 2 inches from location along face of wall.

### 3.5 FIELD QUALITY CONTROL

- A. Concrete Masonry Units: Test each type in accordance with ASTM C140.

### 3.6 CLEANING

- A. Section 017000 - Execution Requirements: Final cleaning.
- B. Remove excess mortar and mortar smears as work progresses.
- C. Replace defective mortar. Match adjacent work.
- D. Clean soiled surfaces with cleaning solution.
- E. Use non-metallic tools in cleaning operations.

### 3.7 PROTECTION OF FINISHED WORK

- A. Section 017000 - Execution Requirements: Requirements for protecting finished Work.
- B. Protect exposed external corners subject to damage.
- C. Protect base of walls from mud and mortar splatter.
- D. Protect masonry and other items built into masonry walls from mortar droppings and staining caused by mortar.
- E. Protect tops of masonry work with waterproof coverings secured in place without damaging masonry. Provide coverings where masonry is exposed to weather when work is not in progress.

END OF SECTION

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SECTION 05 12 00  
STRUCTURAL STEEL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Structural shapes.
  - 2. Channels and angles.
  - 3. Hollow structural sections.
  - 4. Structural pipe.
  - 5. Structural plates and bars.
  - 6. Fasteners, connectors, and anchors.
  - 7. Fasteners, connectors, and anchors.
  - 8. Grout.
- B. Related Sections:
  - 1. Section 036000 - Grout: Grout for setting base plates.
  - 2. Section 052100 - Steel Joists.
  - 3. Section 053123 - Steel Roof Deck
  - 4. Section 055000 – Metal Fabrications: Steel Fabrications affecting structural steel work.

1.2 REFERENCES

- A. American Institute of Steel Construction:
  - 1. AISC Code of Standard Practice for Steel Buildings and Bridges.
  - 2. AISC Load and Resistance Factor Design (LRFD) Specification for Structural Steel Buildings.
  - 3. AISC Load and Resistance Factor Design Specification for Single-Angle Members.
  - 4. AISC Seismic Provisions for Structural Steel Buildings.
  - 5. AISC Specification for Allowable Stress Design of Single-Angle Members.
  - 6. AISC Specification for the Design of Steel Hollow Structural Sections.
  - 7. AISC Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.
- B. ASTM International:
  - 1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
  - 2. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
  - 3. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished.
  - 4. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

5. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
6. ASTM A193/A193M - Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.
7. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
8. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
9. ASTM A354 - Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners.
10. ASTM A449 - Standard Specification for Quenched and Tempered Steel Bolts and Studs.
11. ASTM A490 - Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength.
12. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
13. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
14. ASTM A514/A514M - Standard Specification for High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding.
15. ASTM A529/A529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality.
16. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts.
17. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
18. ASTM A588/A588M - Standard Specification for High-Strength Low-Alloy Structural Steel with 50 ksi (345 MPa) Minimum Yield Point to 4-in. (100-mm) Thick.
19. ASTM A618 - Standard Specification for Hot-Formed Welded and Seamless High-Strength Low-Alloy Structural Tubing.
20. ASTM A786/A786M - Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates.
21. ASTM A847 - Standard Specification for Cold-Formed Welded and Seamless High Strength, Low Alloy Structural Tubing with Improved Atmospheric Corrosion Resistance.
22. ASTM A852/A852M - Standard Specification for Quenched and Tempered Low-Alloy Structural Steel Plate with 70 ksi (485 MPa) Minimum Yield Strength to 4 in. (100 mm) Thick.
23. ASTM A913/A913M - Standard Specification for High-Strength Low-Alloy Steel Shapes of Structural Quality, Produced by Quenching and Self-Tempering Process (QST).
24. ASTM A992/A992M - Standard Specification for Structural Steel Shapes.
25. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
26. ASTM E94 - Standard Guide for Radiographic Examination.
27. ASTM E164 - Standard Practice for Ultrasonic Contact Examination of Weldments.

28. ASTM E165 - Standard Test Method for Liquid Penetrant Examination.
  29. ASTM E709 - Standard Guide for Magnetic Particle Examination.
  30. ASTM F436 - Standard Specification for Hardened Steel Washers.
  31. ASTM F959 - Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners.
  32. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.
  33. ASTM F1852 - Standard Specification for Twist Off Type Tension Control Structural Bolt/Nut/Washer Assemblies, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
- C. American Welding Society:
1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
  2. AWS D1.1 - Structural Welding Code - Steel.
- D. Research Council on Structural Connections:
1. RCSC - Specification for Structural Joints Using ASTM A325 or A490 Bolts.
- E. SSPC: The Society for Protective Coatings:
1. SSPC - Steel Structures Painting Manual.
  2. SSPC Paint 15 - Steel Joist Shop Paint.
  3. SSPC Paint 20 - Zinc-Rich Primers (Type I - Inorganic and Type II - Organic).
  4. SSPC SP 3 - Power Tool Cleaning.
  5. SSPC SP 6 - Commercial Blast Cleaning.
  6. SSPC SP 10 - Near-White Blast Cleaning.

### 1.3 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings:
1. Indicate profiles, sizes, spacing, and locations of structural members, openings, attachments, and fasteners.
  2. Connections.
  3. Cambers
  4. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Mill Test Reports: Submit indicating structural strength and destructive and non-destructive test analysis.
- D. Manufacturer's Mill Certificate: Certify products meet or exceed specified requirements.
- E. Welders Certificates: Certify welders employed on the Work, verifying AWS qualifications within previous 12 months.

## 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with the following:
  - 1. AISC Code of Standard Practice for Steel Buildings and Bridges.
  - 2. AISC Code of Standard Practice for Steel Buildings and Bridges. Section 10.
  - 3. AISC Seismic Provisions for Structural Steel Buildings.
  - 4. AISC Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.
  - 5. AISC Load and Resistance Factor Design (LRFD) Specification for Structural Steel Buildings.
  - 6. AISC Specification for the Design of Steel Hollow Structural Sections.
  - 7. AISC Specification for Allowable Stress Design of Single-Angle Members.
  - 8. AISC Load and Resistance Factor Design Specification for Single-Angle Members.
  - 9. RCSC Specification for Structural Joints Using ASTM A 325 or A 490 Bolts.
  - 10. ASCE 19.

## 1.5 COORDINATION

- A. Section {013000 - Administrative Requirements}: Requirements for coordination.

## PART 2 PRODUCTS

### 2.1 STRUCTURAL STEEL

- A. Structural W-Shapes: ASTM A992/A992M; Grade 50
- B. Structural M-Shapes: ASTM A36/A36M; Grade 50
- C. Structural T-Shapes: Cut from structural W-shapes.
- D. Channels and Angles: ASTM A36/A36M.
- E. Round Hollow Structural Sections: ASTM A500, Grade B.
- F. Square and Rectangular Hollow Structural Sections: ASTM A500, Grade B.
- G. Structural Plates and Bars: ASTM A36/A36M.

### 2.2 FASTENERS, CONNECTORS, AND ANCHORS

- A. Bolts: ASTM A307; Grade A or B.
  - 1. Finish: Unfinished
- B. High Strength Bolts: ASTM A325; Type 1 or ASTM A490; Type 1.

- 1. Finish: Unfinished
- C. Nuts: ASTM A563 heavy hex type.
  - 1. Finish: Unfinished
- D. Washers: ASTM F436; Type 1, circular
  - 1. Finish: Unfinished
- E. Threaded Rods: ASTM A36/A36M; Grade A.
  - 1. Finish: Unfinished
- F. Forged Structural Steel Hardware:
  - 1. Clevises and Turnbuckles: ASTM A108; Grade 1085.
  - 2. Eye Nuts and Eye Bolts: ASTM A108; Grade 1030.
  - 3. Sleeve Nuts: ASTM A108; Grade 1018.
  - 4. Rod Ends, Yoke Ends and Pins, Cotter Pins, and Coupling Nuts: Carbon steel.

## 2.3 WELDING MATERIALS

- A. Welding Materials: AWS D1.1; type required for materials being welded.

## 2.4 ACCESSORIES

- A. Grout: Non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing additives, capable of developing minimum compressive strength of 7,000 psi at 28 days
- B. Shop and Touch-Up Primer: SSPC Paint 15, Type 1, red oxide.

## 2.5 FABRICATION

- A. Continuously seal joined members by continuous welds. Grind exposed welds smooth.
- B. Fabricate connections for bolt, nut, and washer connectors.
- C. Develop required camber for members.

## 2.6 FINISH

- A. Prepare structural component surfaces in accordance with SSPC SP 3.
- B. Shop prime structural steel members.
- C. Galvanizing for Structural Steel Members: ASTM A123/A123M; minimum 1.2 oz/sq ft coating thickness; galvanize after fabrication.

- D. Galvanizing for Fasteners, Connectors, and Anchors:
  - 1. Hot-Dipped Galvanizing: ASTM A153/A153M.
  - 2. Mechanical Galvanizing: ASTM B695; Class 50 minimum.

## 2.7 SOURCE QUALITY CONTROL AND TESTS

- A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Shop test bolted and welded connections as specified for field quality control tests.
- C. When fabricator is approved by authority having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
  - 1. Specified shop tests are not required for Work performed by approved fabricator.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify bearing surfaces are at correct elevation.
- C. Verify anchors rods are set in correct locations and arrangements with correct exposure for steel attachment.

### 3.2 PREPARATION

- A. Furnish templates for installation of anchor rods and embedments in concrete and masonry work.

### 3.3 ERECTION

- A. Allow for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.
- B. Field weld components and shear connectors indicated on Drawings.
- C. Field connect members with threaded fasteners; tighten to snug tight for bearing type connections.
- D. Do not field cut or alter structural members without approval of Architect/Engineer.



- E. After erection, touch up welds and abrasions to match shop finishes.

### 3.4 GROUT INSTALLATION

- A. Grout [under base plates in accordance with Section 036000.
- B. Shim bearing plates and equipment supports to proper elevation, snug tighten anchor bolts.
- C. Fill void under bearing surface with grout. Install and pack grout to remove air pockets.
- D. Moist cure grout.
- E. Remove forms after grout is set. Trim grout edges to form smooth surface, splayed 45 degrees.
- F. Tighten anchor bolts after grout has cured for a minimum of 3 days.

### 3.5 ERECTION TOLERANCES

- A. Section 014000 - Quality Requirements: Tolerances.
- B. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- C. Maximum Offset From Alignment: 1/4 inch.

### 3.6 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Bolted Connections: Inspect in accordance with AISC specifications.
  - 1. Visually inspect all bolted connections.
  - 2. For Direct Tension Indicators, comply with requirements of ASTM F959. Verify that gaps are less than gaps specified in Table 2.
- C. Welding: Inspect welds in accordance with AWS D1.1.
  - 1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
  - 2. Visually inspect all welds.
  - 3. Ultrasonic Inspection: ASTM E164; perform on all full penetration welds.
  - 4. Liquid Penetrant Inspection: ASTM E165.
- D. Correct defective bolted connections and welds.

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## SECTION 081113

### HOLLOW METAL DOORS AND FRAMES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section includes hollow-metal work.
- B. Related Requirements:
  - 1. Section 087111 "Door Hardware (Descriptive Specification)" for door hardware for hollow-metal doors.

##### 1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

##### 1.4 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

##### 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

##### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, temperature-rise ratings, and finishes.
- B. Shop Drawings: Include the following:
  - 1. Elevations of each door type.
  - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
  - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.

4. Locations of reinforcement and preparations for hardware.
  5. Details of each different wall opening condition.
  6. Details of anchorages, joints, field splices, and connections.
  7. Details of accessories.
  8. Details of moldings, removable stops, and glazing.
- C. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.
- 1.7 DELIVERY, STORAGE, AND HANDLING
- A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
  - B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
  - C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to the following:
  1. Amweld International, LLC.
  2. Apex Industries, Inc.
  3. Ceco Door; ASSA ABLOY.
  4. Curries Company; ASSA ABLOY.
  5. Fleming Door Products Ltd.; Assa Abloy Group Company.
  6. National Custom Hollow Metal Doors & Frames.
  7. Republic Doors and Frames.
  8. Steelcraft; an Allegion brand.
- B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

### 2.2 REGULATORY REQUIREMENTS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings and temperature-rise limits indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
  1. Smoke- and Draft-Control Assemblies: Provide an assembly with gaskets listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.

## 2.3 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

- A. Construct exterior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Extra-Heavy-Duty Doors and Frames: SDI A250.8, Level 3. At all exterior door locations unless indicated otherwise in the Door and Frame Schedule.
  - 1. Physical Performance: Level A according to SDI A250.4.
  - 2. Doors:
    - a. Type: As indicated in the Door and Frame Schedule.
    - b. Thickness: 1-3/4 inches.
    - c. Face: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum G60 or A60 coating.
    - d. Edge Construction: Model 2, Seamless.
    - e. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral board, or vertical steel-stiffener core.
      - 1) Thermal-Rated Doors: Provide doors fabricated with thermal-resistance value (R-value) of not less than 2.1 deg F x h x sq. ft./Btu when tested according to ASTM C 1363.
  - 3. Frames:
    - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.067 inch, with minimum G60 or A60 coating.
    - b. Construction: Full profile welded.
  - 4. Exposed Finish: Prime.

## 2.4 FRAME ANCHORS

- A. Jamb Anchors:
  - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long.
- B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch and as follows:
  - 1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

## 2.5 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.

- D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.
  - 1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- F. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- G. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

## 2.6 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Hollow-Metal Doors:
  - 1. Steel-Stiffened Door Cores: Provide minimum thickness 0.026 inch, steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6 inches apart. Spot weld to face sheets no more than 5 inches o.c. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
  - 2. Fire Door Cores: As required to provide fire-protection and temperature-rise ratings indicated.
  - 3. Vertical Edges for Single-Acting Doors: Bevel edges 1/8 inch in 2 inches.
  - 4. Top Edge Closures: Close top edges of doors with inverted closures, except provide flush closures at exterior doors of same material as face sheets.
  - 5. Bottom Edge Closures: Close bottom edges of doors where required for attachment of weather stripping with end closures or channels of same material as face sheets.
  - 6. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
- C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
  - 1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  - 2. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
  - 3. Jamb Anchors: Provide number and spacing of anchors as follows:
    - a. Masonry Type: Locate anchors not more than 16 inches from top and bottom of frame. Space anchors not more than 32 inches o.c., to match coursing, and as follows:
      - 1) Two anchors per jamb up to 60 inches high.
      - 2) Three anchors per jamb from 60 to 90 inches high.

- b. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
        - 1) Three anchors per jamb up to 60 inches high.
        - 2) Four anchors per jamb from 60 to 90 inches high.
- 4. Head Anchors: Two anchors per head for frames more than 42 inches wide and mounted in metal-stud partitions.
- 5. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
  - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
  - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- D. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.
- E. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
  - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
  - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.
- F. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with mitered hairline joints.
  - 1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow-metal work.
  - 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
  - 3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
  - 4. Provide loose stops and moldings on inside of hollow-metal work.
  - 5. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

## 2.7 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
  - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

### 3.3 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Frames: Install hollow-metal frames for doors and other openings of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. At fire-rated openings, install frames according to NFPA 80.
    - b. Install frames with removable stops located on secure side of opening
    - c. Install door silencers in frames before grouting.
    - d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - e. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
  - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
  - 3. Concrete Walls: Fill frames with concrete at the same time concrete tilt-up walls are being cast.
  - 4. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
    - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
    - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
  - 1. Non-Fire-Rated Steel Doors:
    - a. Between Door and Frame Jambs and Head: 1/8 inch plus or minus 1/32 inch.
    - b. Between Edges of Pairs of Doors: 1/8 inch to 1/4 inch plus or minus 1/32 inch.



- c. At Bottom of Door: 5/8 inch plus or minus 1/32 inch.
  - d. Between Door Face and Stop: 1/16 inch to 1/8 inch plus or minus 1/32 inch.
- 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- 3. Smoke-Control Doors: Install doors and gaskets according to NFPA 105.

#### 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove concrete and other materials from hollow-metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

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## SECTION 083323

### OVERHEAD COILING DOORS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Insulated service doors.
- B. Related Requirements:
  - 1. Section 055000 "Metal Fabrications" for miscellaneous steel supports.

##### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type and size of overhead coiling door and accessory.
  - 1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
  - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished accessories.
- B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.
  - 1. Include plans, elevations, sections, and mounting details.
  - 2. Include details of equipment assemblies, and indicate dimensions, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
  - 4. For exterior components, include details of provisions for assembly expansion and contraction and for excluding and draining moisture to the exterior.
  - 5. Include diagrams for power, signal, and control wiring.
- C. Samples for Initial Selection: Manufacturer's finish charts showing full range of colors and textures available for units with factory-applied finishes.
  - 1. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For each type of exposed finish on the following components, in manufacturer's standard sizes:

1. Curtain slats.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For overhead coiling doors to include in maintenance manuals.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS, GENERAL

- A. Source Limitations: Obtain overhead coiling doors from single source from single manufacturer.
  1. Obtain operators and controls from overhead coiling door manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance, Exterior Doors: Capable of withstanding the design wind loads.
  1. Design Wind Load: As indicated on Drawings.
  2. Deflection Limits: Design overhead coiling doors to withstand design wind load without evidencing permanent deformation or disengagement of door components.
  3. Operability under Wind Load: Design overhead coiling doors to remain operable under design wind load, acting inward and outward.

#### 2.3 DOOR ASSEMBLY

- A. Insulated Service Door: Overhead coiling door formed with curtain of interlocking metal slats.
  1. Basis-of-Design Product: Subject to compliance with requirements, provide **“Overhead Door Corporation; Model 610 – Heavy-Duty Coiling Service Doors”** or comparable product by one of the following:
    - a. ACME Rolling Doors.
    - b. Alpine Overhead Doors, Inc.
    - c. Alumatec Pacific Products.
    - d. Amarr Garage Doors.
    - e. ASTA Door Corporation.
    - f. C.H.I. Overhead Doors.
    - g. City-Gates.
    - h. Clopay Building Products.
    - i. Cookson Company.
    - j. Cornell Iron Works, Inc.
    - k. Janus International Corporation.

- l. Lawrence Roll-Up Doors, Inc.
- m. McKeon Rolling Steel Door Company, Inc.
- n. Metro Door.
- o. QMI Security Solutions.
- p. Raynor.
- q. Southwestern Rolling Steel Door Co.
- r. Wayne-Dalton Corp.

- B. Operation Cycles: Door components and operators capable of operating for not less than 20,000. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.
- C. Air Infiltration: Maximum rate of 0.08 cfm/sq. ft. at 15 and 25 mph when tested according to ASTM E 283.
- D. Curtain R-Value: non-insulated.
- E. Door Curtain Material: Galvanized steel.
- F. Door Curtain Slats: Curved profile type C-275.
- G. Bottom Bar: Two angles, each not less than 1-1/2 by 1-1/2 by 1/8 inch thick; fabricated from hot-dip galvanized steel, stainless steel or aluminum extrusions and finished to match door.
- H. Curtain Jamb Guides: Galvanized steel with exposed finish matching curtain slats.
- I. Wind Load Design: 23 psf.
- J. Hood: Match curtain material and finish.
  - 1. Shape: Round.
  - 2. Mounting: Face of wall.
- K. Locking Devices: Equip door with slide bolt for padlock.
- L. Door Operator:
  - 1. Manual Operation: Chain type.
- M. Door Finish:
  - 1. Baked-Enamel or Powder-Coated Finish: Color as selected by Architect from manufacturer's full range.
  - 2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face.

## 2.4 DOOR CURTAIN MATERIALS AND CONSTRUCTION

- A. Door Curtains: Fabricate overhead coiling-door curtain of interlocking metal slats, designed to withstand wind loading indicated, in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:

1. Steel Door Curtain Slats: Zinc-coated (galvanized), cold-rolled structural steel sheet; complying with ASTM A 653/A 653M, with G90 zinc coating; nominal sheet thickness (coated) of 0.028 inch; and as required.
  2. Insulation: Fill slats for insulated doors with manufacturer's standard thermal insulation complying with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, according to ASTM E 84 or UL 723. Enclose insulation completely within slat faces.
  3. Metal Interior Curtain-Slat Facing: Match metal of exterior curtain-slat face, with minimum steel thickness of 0.010 inch.
- B. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent overtravel of curtain, and a continuous bar for holding windlocks.

## 2.5 HOODS

- A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
1. Galvanized Steel: Nominal 0.028-inch- thick, hot-dip galvanized steel sheet with G90 zinc coating, complying with ASTM A 653/A 653M.

## 2.6 LOCKING DEVICES

- A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by padlock, located on both left and right jamb sides, operable from coil side.
- B. Chain Lock Keeper: Suitable for padlock.

## 2.7 CURTAIN ACCESSORIES

- A. Weather seals for Exterior Doors: Equip each exterior door with weather-stripping gaskets fitted to entire exterior perimeter of door for a weather-resistant installation unless otherwise indicated.
1. At door head, use 1/8-inch- thick, replaceable, continuous-sheet baffle secured to inside of hood or field- installed on the header.
  2. At door jambs, use replaceable, adjustable, continuous, flexible, 1/8-inch- thick seals of flexible vinyl, rubber, or neoprene.

## 2.8 COUNTERBALANCING MECHANISM

- A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.

- B. Counterbalance Barrel: Fabricate spring barrel of manufacturer's standard hot-formed, structural-quality, seamless or welded carbon-steel pipe, of sufficient diameter and wall thickness to support rolled-up curtain without distortion of slats and to limit barrel deflection to not more than 0.03 in./ft. of span under full load.
- C. Counterbalance Spring: One or more oil-tempered, heat-treated steel helical torsion springs. Size springs to counterbalance weight of curtain, with uniform adjustment accessible from outside barrel. Secure ends of springs to barrel and shaft with cast-steel barrel plugs.
- D. Torsion Rod for Counterbalance Shaft: Fabricate of manufacturer's standard cold-rolled steel, sized to hold fixed spring ends and carry torsional load.
- E. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

## 2.9 STEEL AND GALVANIZED-STEEL FINISHES

- A. Baked-Enamel or Powder-Coat Finish: Manufacturer's standard baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for cleaning, pretreatment, application, and minimum dry film thickness.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.
- B. Examine locations of electrical connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Install overhead coiling doors, hoods, controls, and operators at the mounting locations indicated for each door.
- C. Accessibility: Install overhead coiling doors, switches, and controls along accessible routes in compliance with regulatory requirements for accessibility.
- D. Power-Operated Doors: Install according to UL 325.

### 3.3 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.

1. Perform installation and startup checks according to manufacturer's written instructions.
2. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.

#### 3.4 ADJUSTING

- A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.
  1. Adjust exterior doors and components to be weather-resistant.
- B. Lubricate bearings and sliding parts as recommended by manufacturer.
- C. Adjust seals to provide tight fit around entire perimeter.

#### 3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

END OF SECTION 083323



## SECTION 087111

### DOOR HARDWARE (DESCRIPTIVE SPECIFICATION)

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Mechanical door hardware for the following:
    - a. Swinging doors.

##### 1.3 COORDINATION

- A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

##### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Door Hardware Schedule.

##### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.

##### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
- C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

## 1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:
    - a. Manual Closers: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- B. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the DOJ's "2010 ADA Standards for Accessible Design" and "2012 Texas Accessibility Standards."

### 2.2 SCHEDULED DOOR HARDWARE

- A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule.
  - 1. Door hardware is scheduled in Part 3.

### 2.3 HINGES

- A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Hager Companies.
    - b. McKinney Products Company; an ASSA ABLOY Group company.
    - c. Stanley Commercial Hardware; a division of Stanley Security Solutions.
- B. Antifriction-Bearing Hinges:
  - 1. Mounting: Full mortise (butts).
  - 2. Bearing Material: Manufacturer's standard antifriction bearing.
  - 3. Grade: 2 (standard weight).
  - 4. Base and Pin Metal:
    - a. Exterior Hinges: Stainless steel with stainless steel pin.
  - 5. Pins: Non-rising loose unless otherwise indicated.

6. Tips: Flat button.
7. Corners: Square.

## 2.4 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
  1. Bored Locks: Minimum 1/2-inch latchbolt throw.
- C. Lock Backset: 2-3/4 inches unless otherwise indicated.
- D. Lock Trim:
  1. Description: As indicated on the Door Hardware Schedule.
  2. Levers: Cast.
  3. Escutcheons (Roses): Wrought.
- E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
  1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
- F. Bored Locks: BHMA A156.2; Grade 1; Series 4000.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
    - b. SARGENT Manufacturing Company; ASSA ABLOY.
    - c. Yale Security Inc; an ASSA ABLOY Group company.

## 2.5 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
    - b. SARGENT Manufacturing Company; ASSA ABLOY.
    - c. Yale Security Inc; an ASSA ABLOY Group company.
- B. Standard Lock Cylinders: BHMA A156.5; Grade 1 permanent cores; face finished to match lockset.
  1. Core Type: Interchangeable.
  2. Number of Pins: Seven.
  3. Lock Type: Mortise or rim type as condition dictates.

## 2.6 KEYING

- A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, appendix. Incorporate decisions made in keying conference.
  - 1. Grand Master Key System: Change keys, a master key, and a grand master key operate cylinders.
    - a. Provide three cylinder change keys and five each of master and grand master keys.
  - 2. Keyed Alike: Key all cylinders to same change key.
- B. Keys: Nickel silver.
  - 1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
    - a. Notation: Information to be furnished by Owner.

## 2.7 OPERATING TRIM

- A. Operating Trim: BHMA A156.6; stainless steel unless otherwise indicated.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Hiawatha, Inc; a division of the Activar Construction Products Group.
    - b. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
    - c. Trimco.
- B. Flat Push Plates: With square corners and beveled edges; secured with exposed screws.
  - 1. Thickness: 0.050 inch.
  - 2. Size: 4 inches wide by 16 inches high.
- C. Push-Pull Plates: With square corners, beveled edges, and raised integral lip; secured with exposed screws.
  - 1. Thickness: 0.050 inch.
  - 2. Size: 4 inches wide by 16 inches high.

## 2.8 SURFACE CLOSERS

- A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
    - b. DORMA Architectural Hardware; a division of DORMA Group North America.

- c. Norton Door Controls; an ASSA ABLOY Group company.
- B. Cast-Aluminum Surface Closers: Grade 1; Traditional type with mechanism enclosed in cast-aluminum alloy shell.
  - 1. Mounting: Opposite hinge side (Push side).
  - 2. Type: Parallel arm.
  - 3. Backcheck: Adjustable, effective between 60 and 85 degrees of door opening.

## 2.9 OVERHEAD STOPS AND HOLDERS

- A. Overhead Stops and Holders: BHMA A156.8.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Architectural Builders Hardware Mfg., Inc.
    - b. Rixson Specialty Door Controls; an ASSA ABLOY Group company.
    - c. SARGENT Manufacturing Company; ASSA ABLOY.
- B. Overhead Concealed Slide Stops: Type 1; Grade 1; release by push and pull of door unless control is set in inactive position; with stop, shock absorber, and adjustable holding pressure; for doors opening 110 degrees.
  - 1. Door Swing Type: Single acting.

## 2.10 DOOR GASKETING

- A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. National Guard Products, Inc.
    - b. Pemko Manufacturing Co.
    - c. Zero International, Inc.
- B. Door Sweeps: Neoprene gasket material held in place by flat housing or flange; surface mounted to face of door with screws.
  - 1. Housing or Flange Material: Aluminum.

## 2.11 THRESHOLDS

- A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. National Guard Products, Inc.
    - b. Pemko Manufacturing Co.

- c. Rockwood Manufacturing Company; an ASSA ABLOY Group company.

B. Saddle Thresholds:

- 1. Type: Applied gasketed stop and fluted top.
- 2. Base Metal: Aluminum.

2.12 METAL PROTECTIVE TRIM UNITS

A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch- thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners.

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Hiawatha, Inc; a division of the Activar Construction Products Group.
  - b. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
  - c. Trimco.

B. Kick Plates: 8 inches high by door width with allowance for frame stops.

2.13 AUXILIARY DOOR HARDWARE

A. Auxiliary Hardware: BHMA A156.16.

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Hager Companies.
  - b. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
  - c. Trimco.

B. Silencers for Metal Door Frames: Grade 1; neoprene or rubber; minimum diameter 1/2 inch; fabricated for drilled-in application to frame.

2.14 FABRICATION

A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rating labels and as otherwise approved by Owner.

- 1. Manufacturer's identification is permitted on rim of lock cylinders only.

B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.

C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware unless otherwise indicated.

1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
2. Fire-Rated Applications:
  - a. Wood or Machine Screws: For the following:
    - 1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors.
    - 2) Strike plates to frames.
    - 3) Closers to doors and frames.
  - b. Steel Through Bolts: For the following unless door blocking is provided:
    - 1) Closers to doors and frames.
    - 2) Surface-mounted exit devices.
3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
4. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

## 2.15 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Steel Doors and Frames: For surface-applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

### 3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
  - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
  - 1. Replace construction cores with permanent cores as directed by Owner.
- E. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."
- F. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- G. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
  - 1. Do not notch perimeter gasketing to install other surface-applied hardware.
- H. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- I. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

### 3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
  - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

### 3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.



- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

### 3.6 DOOR HARDWARE SCHEDULE

HARDWARE SELECTED BY SUPPLIER

END OF SECTION 087111

## SECTION 13 34 19

### PRE-ENGINEERED METAL BUILDINGS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes pre-engineered, shop fabricated structural steel building frame.

##### 1.2 REFERENCES

- A. American Institute of Steel Construction:
1. AISC S335 - Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.
  2. AISC S342L - Load and Resistance Factor Design Specification for Structural Steel Buildings.
  3. AISC S344L - Metric Load and Resistance Factor Design Specification for Structural Steel Buildings.
- B. ASTM International:
1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
  2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  3. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
  4. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
  5. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
  6. ASTM A490 - Standard Specification for Heat-Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength.
  7. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
  8. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
  9. ASTM A529/A529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality.
  10. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
  11. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
  12. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
  13. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.

14. ASTM C991 - Standard Specification for Flexible Glass Fiber Insulation for Pre-Engineered Metal Buildings.
  15. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
  16. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
  17. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
- C. American Welding Society:
1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
  2. AWS D1.1 - Structural Welding Code - Steel.
- D. Metal Building Manufacturers Association:
1. MBMA - Low Rise Building Systems Manual.
- E. National Fire Protection Association:
1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.
- F. SSPC: The Society for Protective Coatings:
1. SSPC - Steel Structures Painting Manual.
  2. SSPC Paint 20 - Zinc-Rich Primers (Type I - Inorganic and Type II - Organic).
- G. Underwriters Laboratories Inc.:
1. UL - Building Materials Directory.
  2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

### 1.3 SYSTEM DESCRIPTION

- A. Pre-engineered canopy system.

### 1.4 DESIGN REQUIREMENTS

- A. Provide drainage to exterior for water entering or condensation occurring within wall or roof system.
- B. Size and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.

### 1.5 PERFORMANCE REQUIREMENTS

- A. Conform to applicable codes for submission of design calculations, reviewed shop and erection drawings, required for acquiring permits.
- B. Cooperate with regulatory agency or authority and provide data as requested authority having jurisdiction.

## 1.6 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Engineered Shop Drawings: Indicate assembly dimensions, locations of structural members, connections, attachments, openings, cambers, loads, and reactions; roof system dimensions, panel layout, general construction details, anchorages and method of anchorage, method or installation; framing anchor bolt settings, sizes, and locations from datum, and foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature of a Professional Engineer with a license in the State of Texas.
- C. Erection Drawings: Indicate members by label, assembly sequence, and temporary erection bracing.

## PART 2 PRODUCTS

### 2.1 FABRICATION - FRAMING

- A. Fabricate members in accordance with AISC Specification for plate, bar, tube, or rolled structural shapes.
- B. Provide framing for door window louver skylight, ventilator openings.

## PART 3 EXECUTION

### 3.1 ERECTION - FRAMING

- A. Erect framing in accordance with AISC Specification.
- B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing.
- C. Set column base plates with non-shrink grout to achieve full plate bearing.
- D. Do not field cut or alter structural members without approval of Architect/Engineer.
- E. After erection, prime welds, abrasions, and surfaces not shop primed.

### 3.2 ERECTION TOLERANCES

- A. Framing Members: 1/4 inch from level; 1/8 inch from plumb.

END OF SECTION

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## SECTION 133423

### PRE-MANUFACTURED BOOTH

#### PART 1 – GENERAL

##### 1.01 SUMMARY

Provide all labor, equipment and materials to furnish one prefabricated steel guard Attendant Booth.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Electrical service supply and connection.
- B. Site/foundation work.
- C. Unloading, placement, installation and anchoring.

##### 1.3 SUBMITTALS

- A. Upon award of order, manufacturer shall prepare and submit shop drawings for the Prefabricated Booth. Drawings shall include elevations, section, floor plan, electric schedule, service entrance locations, and anchor clip detail.

##### 1.4 QUALITY ASSURANCE

- A. Structures shall be the product of a manufacturer with a minimum of 20 years-documented experience in the design and fabrication of portable steel building and one approved by TDLR to provide certified (stamped) accessible booths in compliance with TDLR.
- B. Prefabricated buildings by manufacturers other than the one approved shall submit sufficient data to enable approval to be given. As a minimum: design drawings and/or calculations, applicable certifications, catalog information, electrical data, and color samples showing equal range of variety.
- C. Design loads: Live Loads: Per requirements for the installation location. Unit to be manufactured to be in full compliance with the State of Texas Department of License and Regulation (TDLR) requirements. Manufacturer to be TDLR approved and shall obtain TDLR approval and Insignia prior to shipping the unit to the site.

#### PART 2 - PRODUCTS

##### 2.1 MANUFACTURERS

- A. Products of the following manufacturer from the basis for design and quality intended.
  - 1. B.I.G. Enterprises, Inc. South El Monte CA. 800-669-1449. Contact: Dave King.
- B. Substitutions:

#### PRE MANUFACTURED BOOTH

Hidalgo County Precinct 4 Recovery and Motor Pool Improvements

Half Project No. 31806

1. Shall be proposed in accordance with Submittals requirement above a minimum of 10 days prior to Bid Date for review by Engineer. If acceptable, Engineer shall issue notification via addenda no later than three days prior to Bid Date.

## 2.2 STRUCTURE

- A. Prefabricated steel building shall be single unit welded construction. Building to be shipped completely assembled. All welded joints ground smooth. Base Dimensions to be 6' x 12'"
- B. 3" x 3" and 2" x 3" x .083 cold drawn electro-welded structural mechanical steel frames.

## 2.3 WALLS

- A. 16ga. Galvanized steel interior and exterior panels MIG welded between frame and mullions for self-aligning unitized system, creating a structural diaphragm with R-17 insulation.

## 2.4 BASE AND FLOOR

- A. Unit to have no floor, unit to be designed to mount directly to a level flush to grade concrete pad. Booth perimeter base, except at the doors to be 2" x 2" galvanized steel tube frame, door area to have 1/4" stainless steel strap..

## 2.5 DOORS

- A. Unit to have two commercial steel framed doors top hung by eight 2 1/4" rigid steel ball bearing rollers from a steel track with a lower stainless steel guide, stainless steel pull handles welded to the frame, mortise lock and fixed window.

## 2.6 WINDOWS

- A. 16ga. galvanized steel window frame system with flush mounted corners and welded fastening. Unit to have fixed windows on all sides. All windows glazed with 3/4" light gray tinted tempered dual pane insulating glass with Low-E coating.

## 2.7 ROOF

- A. Roof to be designed for exterior use and constructed of internal steel framing with 16-gauge galvanized steel roof deck welded to the framing and covered with a three part membrane with a SRI index of 95 or better. Roof to have a 14" fascia with no overhang. Roof to be designed to drain through minimal scuppers for code compliance.

## 2.8 COUNTER

- A. Booth to have a 24" deep full width front counter and a 14" deep rear counter, both to be minimum 16ga. type 304 stainless steel with # 4 finish and have framing for minimum 250lb. load. Shelves to be mounted at 34" A.F.F.

## 2.9 ELECTRICAL

### PRE MANUFACTURED BOOTH

Hidalgo County Precinct 4 Recovery and Motor Pool Improvements

Half Project No. 31806

- A. Load Center shall be 125 Amp 120/208 volt, three phase, 4 wire 24 pole, four duplex outlets and two quadruple outlets mounted under the front shelf and four duplex outlets under the rear shelf, interior LED can lights recessed in the ceiling with single pole wall dimmer switch. In addition to dimmer switch, the unit shall also have two single pole switches for control of canopy lights and site lighting. Air conditioner to be a through the rear wall mounted unit with 14,300 BTU cooling and 5KW electric resistance heating at 208 volts. HVAC to have a painted shroud that is recessed so only 1" protrudes to the outside of the rear wall, exterior grill to be an Architectural louver, A\C to have dedicated outlet. Unit shall also have three empty single gang J-Boxes mounted under the front shelf with 1\2" conduit runs with pull string terminating at the stub up area. Unit shall also have two weather proof J-Boxes at roof with 1/2" conduit runs with pull string stubbed into booth and down into knee space below front shelf for installation of future wireless antenna. Unit shall also have a 12" x 12" hard point in the ceiling for monitor mount by others. Hard point to be minimum 12ga. galvanized steel and shall have a dedicated duplex outlet and J-Box with conduit run. Reference Panel 'LBP' schedule on plans.

#### WEATHER PROOFING

- A. Weather-tight for exterior use. All seams and joints pressure bonderized. All openings fully weather stripped.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Install prefabricated buildings on flat and level concrete pad in accordance with the manufacturer's recommendations and placement drawings. Position units over utility stub-ups, verify building is level and anchor.

#### 3.2 INSTALLATION

- A. Units shall be shipped fully assembled, fully wired, fully glazed and thoroughly painted.
- A. Position units over electrical stub-up on level pad. Drill and set expansion type anchor bolts.
- B. Connect power and seal around edges where the floor base meets the concrete pad.

END OF SECTION

#### PRE MANUFACTURED BOOTH

Hidalgo County Precinct 4 Recovery and Motor Pool Improvements  
Halff Project No. 31806



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## SECTION 220100

### PLUMBING SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

##### RELATED DOCUMENTS

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

##### SUMMARY

- B. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

##### DEFINITIONS

- C. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- D. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Division Section as "informational submittals."
- E. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- F. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

##### ACTION SUBMITTALS

- G. Submittal Schedule: Submit a schedule of Division 22 submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer's and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal category: Action; informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Engineer's final release or approval.
  - g. Scheduled date of fabrication.
  - h. Scheduled dates for delivery.
  - i. Scheduled dates for installation.
  - j. Activity or event number.

#### SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- H. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
  1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing and Project record drawings.
    - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of Halff Associates' Standard form.
- I. 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. Submit all submittal items required for each Specification Section within a Construction Division concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule. \*
    - This submittal package shall be comprehensive document by Division and not piecemealed by specification section.
  3. Submit action submittals and informational submittals required by the same Specification Section concurrent.
  4. 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. For example, HVAC Equipment must be submitted and approved prior to approval of Electrical gear.

- a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- J. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
- 1. Initial Review: Allow 15 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 10 working days for review of each resubmittal.
  - 4. Sequential Review: Where sequential review of submittals is indicated, allow 15 working days for initial review of each submittal.
- K. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
- 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
  - 3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Engineer.
    - d. Name of Construction Manager, where applicable.
    - e. Name of Contractor.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Division Section or number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
  - j. Number and title of appropriate Specification.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Other necessary identification.
4. Additional Paper Copies: Unless additional copies are required for final submittal, initial submittal may serve as final submittal.
  - a. When paper copies are required, submit one copy of submittal.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return without review submittals received from sources other than Contractor.
  - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Engineer.
    - 6) Name of Construction Manager, where applicable.
    - 7) Name of Contractor.
    - 8) Name of firm or entity that prepared submittal.
    - 9) Names of subcontractor, manufacturer, and supplier.
    - 10) Category and type of submittal.
    - 11) Submittal purpose and description.
    - 12) Specification Section number and title.
    - 13) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 14) Drawing number and detail references, as appropriate.
    - 15) Indication of full or partial submittal.
    - 16) Transmittal number, numbered consecutively.
    - 17) Submittal and transmittal distribution record.
    - 18) Remarks.
    - 19) Signature of transmitter.

L. Electronic Submittals: Identify and incorporate information in each electronic submittal file 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. Alternately, submit package as a comprehensive .pdf document by Division with each Specification Section tabbed.
2. Name file with submittal number or other unique identifier, including revision identifier.
  - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
  - a. Project name.
  - b. Date.
  - c. Name and address of Engineer.
  - d. Name of Construction Manager, where applicable.
  - e. Name of Contractor.
  - f. Name of firm or entity that prepared submittal.
  - g. Names of subcontractor, manufacturer, and supplier.

- h. Category and type of submittal.
  - i. Submittal purpose and description.
  - j. Specification Section number and title.
  - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - l. Drawing number and detail references, as appropriate.
  - m. Location(s) where product is to be installed, as appropriate.
  - n. Related physical samples submitted directly.
  - o. Indication of full or partial submittal.
  - p. Transmittal number, numbered consecutively.
  - q. Submittal and transmittal distribution record.
  - r. Other necessary identification.
  - s. Remarks.
- M. Options: Identify options requiring selection by Engineer.
- N. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- O. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- P. 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.
- Q. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

## PART 2 - PRODUCTS

### SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- 1. Post electronic submittals as PDF electronic files directly to Project Web site or FTP site specifically established for Project.

- a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
1. Action Submittals: For submittal formats 11 x 17 and larger, submit two paper copies of each submittal unless otherwise indicated in addition to the electronically posted submittal. Engineer will return one copy of paper submittal.
2. Certificates and Certifications Submittals: Provide a 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.
  - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
  - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each construction Division and type of product or equipment.
  1. If information must be specially prepared for submittal because standard published 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 catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data (8-1/2 x 11 format only) in the following format:
    - a. PDF electronic file.
- 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. Identification of products.
  - b. Schedules.
  - c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer, if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 11 x 17 but no larger than 30 by 42 inches.
  3. Submit Shop Drawings in the following format:
    - a. Two opaque (bond) copies of each submittal. Engineer will return one copy. Engineer will return one copy. Submit also one electronic file for record keeping.
  4. BIM File Incorporation: Develop and incorporate Shop Drawing files into Building Information Model established for Project.
    - a. Prepare Shop Drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.
    - b. Refer to Section 01 31 00 "Project Management and Coordination" for requirements for coordination drawings.
- 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 applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. 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 of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. "Samples for Verification" Subparagraph below can be used with or without Samples for initial selection. Revise to suit Project.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Submit 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: Submit 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: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

#### DELEGATED-DESIGN SERVICES

- J. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- K. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, 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.
- L. BIM File Incorporation: Incorporate delegated-design drawing and data files into Building Information Model established for Project.
  - 1. Prepare delegated-design drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.

## PART 3 - EXECUTION

### CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### ENGINEER'S ACTION

- C. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- F. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION 220100

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## SECTION 220523

### GENERAL-DUTY VALVES FOR PLUMBING PIPING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Bronze ball valves.
  - 2. Bronze gate valves.
- B. Related Sections:
  - 1. Section 221116 "Domestic Water Piping" for valves applicable only to this piping.

##### 1.3 DEFINITIONS

- A. CWP: Cold working pressure.
- B. EPDM: Ethylene propylene copolymer rubber.
- C. NBR: Acrylonitrile-butadiene, Buna-N, or nitrile rubber.
- D. NRS: Nonrising stem.
- E. OS&Y: Outside screw and yoke.
- F. RS: Rising stem.
- G. SWP: Steam working pressure.

##### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of valve indicated.

##### 1.5 QUALITY ASSURANCE

- A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.

- B. ASME Compliance:
  - 1. ASME B31.1 for power piping valves.
  - 2. ASME B31.9 for building services piping valves.
- C. NSF Compliance: NSF 61 for valve materials for potable-water service.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads, flange faces, grooves, and weld ends.
  - 3. Set gate valves closed to prevent rattling.
  - 4. Set ball valves open to minimize exposure of functional surfaces.
  - 5. Block check valves in either closed or open position.
- B. Use the following precautions during storage:
  - 1. Maintain valve end protection.
  - 2. Store valves indoors and maintain at higher than ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR VALVES

- A. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- B. Valve Sizes: Same as upstream piping unless otherwise indicated.
- C. Valve Actuator Types:
  - 1. Handwheel: For valves other than quarter-turn types.
  - 2. Handlever: For quarter-turn valves NPS 6 and smaller.
- D. Valves in Insulated Piping: With 2-inch stem extensions and the following features:
  - 1. Gate Valves: With rising stem.
  - 2. Ball Valves: With extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.
- E. Valve-End Connections:
  - 1. Grooved: With grooves according to AWWA C606.
  - 2. Solder Joint: With sockets according to ASME B16.18.
  - 3. Threaded: With threads according to ASME B1.20.1.

- F. Valve Bypass and Drain Connections: MSS SP-45.

## 2.2 BRONZE BALL VALVES

- A. Two-Piece, Full-Port, Bronze Ball Valves with Bronze Trim:

- 1. Description:
  - a. Standard: MSS SP-110.
  - b. SWP Rating: 150 psig.
  - c. CWP Rating: 600 psig.
  - d. Body Design: Two piece.
  - e. Body Material: Bronze.
  - f. Ends: Threaded.
  - g. Seats: PTFE or TFE.
  - h. Stem: Bronze.
  - i. Ball: Chrome-plated brass.
  - j. Port: Full.

## 2.3 BRONZE GATE VALVES

- A. Class 125, NRS Bronze Gate Valves:

- 1. Description:
  - a. Standard: MSS SP-80, Type 1.
  - b. CWP Rating: 200 psig.
  - c. Body Material: ASTM B 62, bronze with integral seat and screw-in bonnet.
  - d. Ends: Threaded or solder joint.
  - e. Stem: Bronze.
  - f. Disc: Solid wedge; bronze.
  - g. Packing: Asbestos free.
  - h. Handwheel: Malleable iron, bronze, or aluminum.

- B. Class 125, RS Bronze Gate Valves:

- 1. Description:
  - a. Standard: MSS SP-80, Type 2.
  - b. CWP Rating: 200 psig.
  - c. Body Material: ASTM B 62, bronze with integral seat and screw-in bonnet.
  - d. Ends: Threaded or solder joint.
  - e. Stem: Bronze.
  - f. Disc: Solid wedge; bronze.
  - g. Packing: Asbestos free.
  - h. Handwheel: Malleable iron, bronze, or aluminum.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- E. Do not attempt to repair defective valves; replace with new valves.

### 3.2 VALVE INSTALLATION

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves in horizontal piping with stem at or above center of pipe.
- D. Install valves in position to allow full stem movement.

### 3.3 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

### 3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valve applications are not indicated, use the following:
  - 1. Shutoff Service: Ball or gate valves.
  - 2. Throttling Service: Ball valve.
- B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP classes or CWP ratings may be substituted.
- C. Select valves, except wafer types, with the following end connections:
  - 1. For Copper Tubing, NPS 2 and Smaller: Threaded ends except where solder-joint valve-end option is indicated in valve schedules below.

2. For Copper Tubing, NPS 2-1/2 to NPS 4: Flanged ends except where threaded valve-end option is indicated in valve schedules below.
3. For Copper Tubing, NPS 5 and Larger: Flanged ends.
4. For Grooved-End Copper Tubing: Valve ends may be grooved.

### 3.5 DOMESTIC, COLD-WATER VALVE SCHEDULE

- A. Pipe NPS 4 and Smaller:
  1. Bronze Valves: May be provided with solder-joint ends instead of threaded ends.
  2. Ball Valves: Two piece, full port, bronze with bronze trim.
  3. Bronze Swing Check Valves: Class 125, bronze disc.
  4. Bronze Gate Valves: Class 125, NRS.

END OF SECTION 220523



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SECTION 221116  
DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Under-building-slab and aboveground domestic water pipes, tubes, and fittings inside buildings.
  - 2. Encasement for piping.

1.3 ACTION SUBMITTALS

- A. Product Data: For transition fittings and dielectric fittings.

1.4 INFORMATIONAL SUBMITTALS

- A. System purging and disinfecting activities report.
- B. Field quality-control reports.

1.5 FIELD CONDITIONS

- A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:
  - 1. Notify Architect and/or Engineer no fewer than three days in advance of proposed interruption of water service.
  - 2. Do not interrupt water service without Architect's written permission.

## PART 2 - PRODUCTS

### 2.1 PIPING MATERIALS

- A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.
- B. Potable-water piping and components shall comply with NSF 14 and NSF 61. Plastic piping components shall be marked with "NSF-pw."

### 2.2 COPPER TUBE AND FITTINGS

- A. Hard Copper Tube: ASTM B 88, Type L water tube, drawn temper.
- B. Soft Copper Tube: ASTM B 88, Type K water tube, annealed temper.
- C. Cast-Copper, Solder-Joint Fittings: ASME B16.18, pressure fittings.
- D. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.
- E. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
- F. Copper Unions:
  - 1. MSS SP-123.
  - 2. Cast-copper-alloy, hexagonal-stock body.
  - 3. Ball-and-socket, metal-to-metal seating surfaces.
  - 4. Solder-joint or threaded ends.
- G. Copper Pressure-Seal-Joint Fittings:
  - 1. Fittings for NPS 2 and Smaller: Wrought-copper fitting with EPDM-rubber, O-ring seal in each end.
  - 2. Fittings for NPS 2-1/2 to NPS 4: Cast-bronze or wrought-copper fitting with EPDM-rubber, O-ring seal in each end.
- H. Copper-Tube, Extruded-Tee Connections:
  - 1. Description: Tee formed in copper tube according to ASTM F 2014.
- I. Appurtenances for Grooved-End Copper Tubing:
  - 1. Bronze Fittings for Grooved-End, Copper Tubing: ASTM B 75 copper tube or ASTM B 584 bronze castings.
  - 2. Mechanical Couplings for Grooved-End Copper Tubing:
    - a. Copper-tube dimensions and design similar to AWWA C606.
    - b. Ferrous housing sections.
    - c. EPDM-rubber gaskets suitable for hot and cold water.

- d. Bolts and nuts.
- e. Minimum Pressure Rating: 300 psig.

## 2.3 PVC PIPE AND FITTINGS

- A. PVC Pipe: ASTM D 1785, Schedule 40.
- B. PVC Socket Fittings: ASTM D 2466 for Schedule 40.
- C. PVC Schedule 80 Threaded Fittings: ASTM D 2464.

## 2.4 PIPING JOINING MATERIALS

- A. Pipe-Flange Gasket Materials:
  - 1. AWWA C110/A21.10, rubber, flat face, 1/8 inch thick or ASME B16.21, nonmetallic and asbestos free unless otherwise indicated.
  - 2. Full-face or ring type unless otherwise indicated.
- B. Solder Filler Metals: ASTM B 32, lead-free alloys.
- C. Flux: ASTM B 813, water flushable.
- D. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for general-duty brazing unless otherwise indicated.
- E. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
  - 1. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - 2. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - 3. Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- F. Plastic, Pipe-Flange Gaskets, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

## 2.5 ENCASEMENT FOR PIPING

- A. Standard: ASTM A 674 or AWWA C105/A21.5.
- B. Form: tube.
- C. Color: Black or natural.

## 2.6 TRANSITION FITTINGS

### A. General Requirements:

1. Same size as pipes to be joined.
2. Pressure rating at least equal to pipes to be joined.
3. End connections compatible with pipes to be joined.

### B. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.

### C. Sleeve-Type Transition Coupling: AWWA C219.

### D. Plastic-to-Metal Transition Fittings:

1. Description:
  - a. PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions.
  - b. One end with threaded brass insert and one solvent-cement-socket or threaded end.

## 2.7 DIELECTRIC FITTINGS

### A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

### B. Dielectric Unions:

1. Standard: ASSE 1079.
2. Pressure Rating: 150 psig.
3. End Connections: Solder-joint copper alloy and threaded ferrous.

### C. Dielectric Flanges:

1. Standard: ASSE 1079.
2. Factory-fabricated, bolted, companion-flange assembly.
3. Pressure Rating: 150 psig.
4. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.

### D. Dielectric-Flange Insulating Kits:

1. Nonconducting materials for field assembly of companion flanges.
2. Pressure Rating: 150 psig.
3. Gasket: Neoprene or phenolic.
4. Bolt Sleeves: Phenolic or polyethylene.
5. Washers: Phenolic with steel backing washers.

### E. Dielectric Nipples:

1. Standard: IAPMO PS 66.
2. Electroplated steel nipple complying with ASTM F 1545.
3. Pressure Rating and Temperature: 300 psig at 225 deg F.
4. End Connections: Male threaded or grooved.
5. Lining: Inert and noncorrosive, propylene.

## PART 3 - EXECUTION

### 3.1 EARTHWORK

- A. Comply with requirements in Section 31 20 00 "Earth Moving" for excavating, trenching, and backfilling.

### 3.2 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.
- B. Install copper tubing under building slab according to CDA's "Copper Tube Handbook."
- C. Install underground copper tube in PE encasement according to ASTM A 674 or AWWA C105/A21.5.
- D. Install shutoff valve and hose-end drain valve inside the building at each domestic water-service entrance.
- E. Install shutoff valve immediately upstream of each dielectric fitting.
- F. Install domestic water piping level without pitch and plumb.
- G. Rough-in domestic water piping for water-meter installation according to utility company's requirements.
- H. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.
- I. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- J. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.
- K. Install piping to permit valve servicing.

- L. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than the system pressure rating used in applications below unless otherwise indicated.
- M. Install piping free of sags and bends.
- N. Install fittings for changes in direction and branch connections.
- O. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.
- P. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."
- Q. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."
- R. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 22 05 18 "Escutcheons for Plumbing Piping."

### 3.3 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
  - 1. Apply appropriate tape or thread compound to external pipe threads.
  - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
- D. Brazed Joints for Copper Tubing: Comply with CDA's "Copper Tube Handbook," "Braze Joints" chapter.
- E. Soldered Joints for Copper Tubing: Apply ASTM B 813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B 828 or CDA's "Copper Tube Handbook."
- F. Pressure-Sealed Joints for Copper Tubing: Join copper tube and pressure-seal fittings with tools recommended by fitting manufacturer.
- G. Extruded-Tee Connections: Form tee in copper tube according to ASTM F 2014. Use tool designed for copper tube; drill pilot hole, form collar for outlet, dimple tube to form seating stop, and braze branch tube into collar.

- H. Joint Construction for Grooved-End Copper Tubing: Make joints according to AWWA C606. Roll groove ends of tubes. Lubricate and install gasket over ends of tubes or tube and fitting. Install coupling housing sections over gasket with keys seated in tubing grooves. Install and tighten housing bolts.
- I. Flanged Joints: Select appropriate asbestos-free, nonmetallic gasket material in size, type, and thickness suitable for domestic water service. Join flanges with gasket and bolts according to ASME B31.9.
- J. Joint Construction for Solvent-Cemented Plastic Piping: Clean and dry joining surfaces. Join pipe and fittings according to the following:
  - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements. Apply primer.
  - 2. PVC Piping: Join according to ASTM D 2855.
- K. Joints for Dissimilar-Material Piping: Make joints using adapters compatible with materials of both piping systems.

### 3.4 TRANSITION FITTING INSTALLATION

- A. Install transition couplings at joints of dissimilar piping.
- B. Transition Fittings in Underground Domestic Water Piping:
  - 1. Fittings for NPS 1-1/2 and Smaller: Fitting-type coupling.
  - 2. Fittings for NPS 2 and Larger: Sleeve-type coupling.
- C. Transition Fittings in Aboveground Domestic Water Piping NPS 2 and Smaller: Plastic-to-metal transition fittings.

### 3.5 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric couplings or nipples.
- C. Dielectric Fittings for NPS 2-1/2 to NPS 4: Use dielectric flange kits.
- D. Dielectric Fittings for NPS 5 and Larger: Use dielectric flange kits.

### 3.6 HANGER AND SUPPORT INSTALLATION

- A. Comply with requirements for pipe hanger, support products, and installation in Section 22 05 29 "Hangers and Supports for Plumbing Piping and Equipment."
  - 1. Vertical Piping: MSS Type 8 or 42, clamps.
  - 2. Individual, Straight, Horizontal Piping Runs:



- a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
  - b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
  - c. Longer Than 100 Feet if Indicated: MSS Type 49, spring cushion rolls.
- 3. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
- 4. Base of Vertical Piping: MSS Type 52, spring hangers.
- B. Support vertical piping and tubing at base and at each floor.
- C. Rod diameter may be reduced one size for double-rod hangers, to a minimum of 3/8 inch.
- D. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:
  - 1. NPS 3/4 and Smaller: 60 inches with 3/8-inch rod.
  - 2. NPS 1 and NPS 1-1/4: 72 inches with 3/8-inch rod.
  - 3. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.
  - 4. NPS 2-1/2: 108 inches with 1/2-inch rod.
  - 5. NPS 3 to NPS 5: 10 feet with 1/2-inch rod.
  - 6. NPS 6: 10 feet with 5/8-inch rod.
- E. Install supports for vertical copper tubing every 10 feet.
- F. Support piping and tubing not listed in this article according to MSS SP-69 and manufacturer's written instructions.

### 3.7 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. When installing piping adjacent to equipment and machines, allow space for service and maintenance.
- C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.
- D. Connect domestic water piping to water-service piping with shutoff valve; extend and connect to the following:
  - 1. Plumbing Fixtures: Cold- and hot-water-supply piping in sizes indicated, but not smaller than that required by plumbing code.
  - 2. Equipment: Cold- and hot-water-supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 and larger.

### 3.8 IDENTIFICATION

- A. Identify system components. Comply with requirements for identification materials and installation in Section 22 05 53 "Identification for Plumbing Piping and Equipment."
- B. Label pressure piping with system operating pressure.

### 3.9 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:

#### 1. Piping Inspections:

- a. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
- b. During installation, notify authorities having jurisdiction at least one day before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:
  - 1) Roughing-in Inspection: Arrange for inspection of piping before concealing or closing in after roughing in and before setting fixtures.
  - 2) Final Inspection: Arrange for authorities having jurisdiction to observe tests specified in "Piping Tests" Subparagraph below and to ensure compliance with requirements.
- c. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections and arrange for reinspection.
- d. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

#### 2. Piping Tests:

- a. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
- b. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
- c. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
- d. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow it to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
- e. Repair leaks and defects with new materials, and retest piping or portion thereof until satisfactory results are obtained.
- f. Prepare reports for tests and for corrective action required.

- B. Domestic water piping will be considered defective if it does not pass tests and inspections.

- C. Prepare test and inspection reports.

### 3.10 ADJUSTING

- A. Perform the following adjustments before operation:
  - 1. Close drain valves, hydrants, and hose bibbs.
  - 2. Open shutoff valves to fully open position.
  - 3. Open throttling valves to proper setting.
  - 4. Remove plugs used during testing of piping and for temporary sealing of piping during installation.
  - 5. Check plumbing specialties and verify proper settings, adjustments, and operation.

### 3.11 CLEANING

- A. Clean and disinfect potable domestic water piping as follows:
  - 1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
  - 2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:
    - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
    - b. Fill and isolate system according to either of the following:
      - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
      - 2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.
    - c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
    - d. Repeat procedures if biological examination shows contamination.
    - e. Submit water samples in sterile bottles to authorities having jurisdiction.
- B. Clean non-potable domestic water piping as follows:
  - 1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
  - 2. Use purging procedures prescribed by authorities having jurisdiction or; if methods are not prescribed, follow procedures described below:
    - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
    - b. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.

- C. Prepare and submit reports of purging and disinfecting activities. Include copies of water-sample approvals from authorities having jurisdiction.
- D. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

### 3.12 PIPING SCHEDULE

- A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
- B. Flanges and unions may be used for aboveground piping joints unless otherwise indicated.
- C. Fitting Option: Extruded-tee connections and brazed joints may be used on aboveground copper tubing.
- D. Under-building-slab, domestic water, building-service piping, NPS 3, shall be one of the following:
  - 1. Soft copper tube, ASTM B 88, Type Kwrought-copper, solder-joint fittings; and brazed joints.
  - 2. PVC, Schedule 40; socket fittings; and solvent-cemented joints.
- E. Under-building-slab, domestic water, building-service piping, NPS 4 and larger, shall be one of the following:
  - 1. Soft copper tube, ASTM B 88, Type K; wrought-copper, solder-joint fittings; and brazed joints.
  - 2. PVC, Schedule 40; socket fittings; and solvent-cemented joints.
- F. Aboveground domestic water piping, NPS 4 and smaller, shall be the following:
  - 1. Hard copper tube, ASTM B 88, Type L; cast- or wrought-copper, solder-joint fittings; and brazed joints.
- G. Aboveground domestic water piping, NPS 5 and larger, shall be the following:
  - 1. Hard copper tube, ASTM B 88, Type L; grooved-joint, copper-tube appurtenances; and grooved joints.

### 3.13 VALVE SCHEDULE

- A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
  - 1. Shutoff Duty: Use ball or gate valves for piping NPS 2 and smaller. Use ball or gate valves with flanged ends for piping NPS 2-1/2 and larger.
  - 2. Throttling Duty: Use ball valves for all piping.
  - 3. Hot-Water Circulation Piping, Balancing Duty: Calibrated balancing valves.

- 4. Drain Duty: Hose-end drain valves.
- B. Use check valves to maintain correct direction of domestic water flow to and from equipment.
- C. Iron grooved-end valves may be used with grooved-end piping.

END OF SECTION 221116

## SECTION 221119

### DOMESTIC WATER PIPING SPECIALTIES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes:

- 1. Vacuum breakers.
- 2. Backflow preventers.
- 3. Hose bibbs.
- 4. Wall hydrants.

- B. Related Requirements:

- 1. Section 22 11 16 "Domestic Water Piping" for water meters.

##### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For domestic water piping specialties.
  - 1. Include diagrams for power, signal, and control wiring.

##### 1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

##### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For domestic water piping specialties to include in emergency, operation, and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR PIPING SPECIALTIES

- A. Potable-water piping and components shall comply with NSF 61.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Minimum Working Pressure for Domestic Water Piping Specialties: 125 psig unless otherwise indicated.

### 2.3 VACUUM BREAKERS

- A. Hose-Connection Vacuum Breakers:
  - 1. Standard: ASSE 1011.
  - 2. Body: Bronze, nonremovable, with manual drain.
  - 3. Outlet Connection: Garden-hose threaded complying with ASME B1.20.7.
  - 4. Finish: Rough bronze.

### 2.4 BACKFLOW PREVENTERS

- A. Hose-Connection Backflow Preventers:
  - 1. Standard: ASSE 1052.
  - 2. Operation: Up to 10-foot head of water back pressure.
  - 3. Inlet Size: NPS 1/2 or NPS 3/4.
  - 4. Outlet Size: Garden-hose thread complying with ASME B1.20.7.
  - 5. Capacity: At least 3-gpm flow.

### 2.5 HOSE BIBBS

- A. Hose Bibbs:
  - 1. Standard: ASME A112.18.1 for sediment faucets.
  - 2. Body Material: Bronze.
  - 3. Seat: Bronze, replaceable.
  - 4. Supply Connections: NPS 1/2 or NPS 3/4 threaded or solder-joint inlet.
  - 5. Outlet Connection: Garden-hose thread complying with ASME B1.20.7.
  - 6. Pressure Rating: 125 psig.
  - 7. Vacuum Breaker: Integral or field-installation, nonremovable, drainable, hose-connection vacuum breaker complying with ASSE 1011.
  - 8. Finish for Equipment Rooms: Rough bronze, or chrome or nickel plated.
  - 9. Finish for Service Areas: Rough bronze.
  - 10. Finish for Finished Rooms: Chrome or nickel plated.

11. Operation for Equipment Rooms: Wheel handle or operating key.
12. Operation for Service Areas: Operating key.
13. Operation for Finished Rooms: Operating key.
14. Include operating key with each operating-key hose bibb.
15. Include wall flange with each chrome- or nickel-plated hose bibb.

## 2.6 WALL HYDRANTS

### A. Nonfreeze Wall Hydrant.

1. Standard: ASME A112.21.3M for concealed-outlet, self-draining wall hydrants.
2. Pressure Rating: 125 psig.
3. Operation: Loose key.
4. Casing and Operating Rod: Of length required to match wall thickness. Include wall clamp.
5. Inlet: NPS 3/4 or NPS 1.
6. Outlet: Concealed, with integral vacuum breaker and garden-hose thread complying with ASME B1.20.7.
7. Box: Deep, flush mounted with cover.
8. Box and Cover Finish: Polished nickel bronze.
9. Outlet: Exposed, with integral vacuum breaker and garden-hose thread complying with ASME B1.20.7.
10. Nozzle and Wall-Plate Finish: Rough bronze.
11. Operating Keys(s): One with each wall hydrant.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install backflow preventers in each water supply to mechanical equipment and systems and to other equipment and water systems that may be sources of contamination. Comply with authorities having jurisdiction.
  1. Do not install bypass piping around backflow preventers.

### 3.2 CONNECTIONS

- A. Comply with requirements for ground equipment in Section 26 05 26 "Grounding and Bonding for Electrical Systems."
- B. Fire-retardant-treated-wood blocking is specified in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables" for electrical connections.

### 3.3 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:



1. Test each backflow-prevention assembly according to authorities having jurisdiction and the device's reference standard.
- B. Domestic water piping specialties will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 221119

## SECTION 233417

### HIGH VOLUME LOW SPEED FAN

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Provide all labor, equipment, and materials to furnish and install High Volume, Low Speed fans.

##### 1.2 SUBMITTALS

- A. Submit under provisions of Section 013000.
- B. Product Data: Manufacturer's data sheets on each product to be used shall include:
  - 1. Preparation instructions and recommendations
  - 2. Storage and handling requirements and recommendations.
  - 3. Power and mounting requirements.
  - 4. Application Drawings: Submit plan, section, elevation and isometric views as necessary to convey the information required to detail all installation conditions for each unit specified.

##### 1.3 REFERENCES

- A. Underwriters Laboratories (UL 507).

##### 1.4 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity and ventilation) within limits recommended by manufacturer for optimal results.

##### 1.5 WARRANTY

- A. Manufacture shall repair or replace warranted defective parts as follows:
  - 1. Lifetime warranty on airfoils and mounting
  - 2. 50,000-hour warranty on all other components, which include but are not limited to:
    - a. Motor
    - b. Integrated Drive

c. Controller/Remote

- B. At project closeout, provide to Owner or Owner's Representative an executed copy of Manufacturer's standard limited warranty against manufacturing defect, outlining its terms, conditions and exclusions from coverage.

PART 2 PRODUCTS

2.1 APPROVED MANUFACTURERS

- A. Basis of Design: MacroAir Technologies, Inc.  
B. Substitutions: Big Ass Fans.

2.2 COMMERCIAL / INDUSTRIAL HVLS FANS

A. Performance

The fan shall be listed to applicable UL Standards and requirements by UL.

| Model #     | Diameter       | Horsepower         | Hanging Weight    | RP M | Power Usage | Forward Displacement**  | Reverse Displacement** | Industry Spacing*** | Max Affected Area****                          | Max dBA***** |
|-------------|----------------|--------------------|-------------------|------|-------------|-------------------------|------------------------|---------------------|------------------------------------------------|--------------|
| MA08X L5506 | 8 ft / 2.44 m  | 1.05 HP / 0.783 kW | 120 lbs / 54.4 Kg | 220  | 0.73 kW     | 53,000 CFM [1,490 CMM]  | 29,000 CFM [820 CMM]   | 60 ft [18.3 m]      | 4,000 ft <sup>2</sup> [372 m <sup>2</sup> ]    | TBA *        |
| MA10X L5506 | 10 ft / 3.05 m | 1.05 HP / 0.783 kW | 128 lbs / 58.2 Kg | 170  | 0.85 kW     | 84,000 CFM [2,380 CMM]  | 49,000 CFM [1,400 CMM] | 65 ft [19.8 m]      | 6,600 ft <sup>2</sup> [613 m <sup>2</sup> ]    | TBA *        |
| MA12X L5506 | 12 ft / 3.66 m | 1.05 HP / 0.783 kW | 140 lbs / 63.5 Kg | 137  | 0.92 kW     | 106,000 CFM [3,010 CMM] | 76,000 CFM [2,140 CMM] | 70 ft [21.3 m]      | 8,800 ft <sup>2</sup> [818 m <sup>2</sup> ]    | TBA *        |
| MA14X L5506 | 14 ft / 4.27 m | 1.05 HP / 0.783 kW | 147 lbs / 66.5 Kg | 110  | 0.89 kW     | 132,000 CFM [3,730 CMM] | 86,000 CFM [2,440 CMM] | 80 ft [24.4 m]      | 11,000 ft <sup>2</sup> [1,022 m <sup>2</sup> ] | TBA *        |
| MA16X       | 16 ft /        | 1.05 HP /          | 151 lbs /         | 90   | 1.07        | 158,000 CFM             | 114,000 CFM            | 90 ft               | 13,000 ft <sup>2</sup>                         | TBA          |

|                |                   |                       |                      |    |           |                                  |                                  |                 |                                                   |          |
|----------------|-------------------|-----------------------|----------------------|----|-----------|----------------------------------|----------------------------------|-----------------|---------------------------------------------------|----------|
| L5506          | 4.88 m            | 0.783 kW              | 68.5 Kg              |    | kW        | [4,490 CMM]                      | [3,240 CMM]                      | [27.4 m]        | [1,208 m <sup>2</sup> ]                           | *        |
| MA18X<br>L5506 | 18 ft /<br>5.49 m | 1.05 HP /<br>0.783 kW | 160 lbs /<br>72.6 Kg | 74 | 0.9<br>kW | 181,000<br>CFM<br>[5,130<br>CMM] | 127,000<br>CFM<br>[3,580<br>CMM] | 95 ft [29<br>m] | 15,000 ft <sup>2</sup><br>[1,394 m <sup>2</sup> ] | TBA<br>* |

\*Data will be added when additional testing and/or information is ready

\*\*Calculation based on AMCA 230-99 equation

\*\*\*Delivers 2.8-4.2 ft/s [0.86-1.27 m/s] of average air speed in the occupied space. This relates to perceived cooling or set point change or 4.9-6.1 F [2.7-4.3 C]. Consult our online AirViz tool for more details

\*\*\*\*Delivers 2.7-3.8 ft/s [0.82-1.16 m/s] of average air speed in the occupied space. This relates to a perceived cooling or set point change of 4.8-5.8 F [2.6-3.2 C]. Consult our online AirViz tool for more details.

\*\*\*\*\*Sound testing taken with the sensor 5 ft above the ground and 20 ft from the center of the fan with the fan running full speed and mounted at 20 ft high.

\*\*\*\*\*Add 70 lbs / 31.8 Kg for a guard

## B. Airfoils

The fan shall be equipped with six (6) NASA developed XL airfoils. The airfoils shall consist of anodized 6061 T4 precision extruded aluminum and be of the MacroAir XL design, with fan diameters ranging from 8 to 18 feet in two (2) foot increment. The airfoils shall be connected to six (6) individual aluminum 6005 T6 struts by means of two (2) 5/16-24 x 2-inch grade 5 hex bolts, two (2) 5/16-inch flat washers and two (2) 5/16-inch nylon lock nuts per airfoil.

1. Number of Airfoils: 6
2. Airfoil Material: 6061 T4 Extruded Aluminum.
3. Airfoil Finish: Anodized.
4. Option Airfoil Finish: Custom powder coated colors per Drylac RAL color chart.

## C. Motor

The fan shall be equipped with a Transverse Flux brushless DC motor designed for low speed high torque applications. The motor shall be driven sensorlessly to eliminate the possibility of sensor or encoder failure.

1. Motor Type: Sensor-less Transverse Flux brushless DC Motor
2. Continuous Torque: 52 lbf (70 Nm).
3. Pole Count: 96.
4. IP Rating: 66.
5. Insulation Class: K (200 C).
6. Motor Finish and Color: Black Electrophoretic Paint.
7. Motor Housing: AISI 383 (ADC12).
8. Studs: AISI 4137 Grade 9 (JIS SCM435).

#### D. Integrated Drive

1. Electrical Requirements (Low Voltage)
  - a. 104-277 VAC single (1) phase 50/60 Hz. 181-255 VAC three (3) phase 50/60 Hz.
2. Electrical Requirements (High Voltage)
  - a. 241-294 VAC one (1) phase 50/60 Hz. 342-636 VAC three (3) phase 50/60Hz.
3. Environment
  - a. Operation: -10°C to 60°C.
  - b. Humidity: 0-95% non-condensing.
  - c. Cooling: Centrifugal cooling through blades.
4. Operating Frequency: 20-50 KHz.
5. Firmware Updates: Via RJ45 (Remote) connector.
6. Lockable disconnect switch.
7. Dynamic acceleration and deceleration.
8. Modbus 485 (19.2 8-N-1).
9. Network touch-screen option available with:

- a. Live energy consumption monitor.
- b. Live fault code monitor.
- c. Live fan speed monitor.
- d. Impact and solvent resistant.
- e. IP65 rated.

#### E. Mounting

The fan mounting system shall be equipped with hardware, no less than SAE grade 5 for safe installation. The fan shall be equipped with a stress relieving swivel (SRS) mount. The fan mount shall encompass multiple mounting options for I-beam, Purlin and Glulam applications (specified upon order).

- 1. Standard Mount: SRS I-beam clamp with 3.5' drop.
- 2. Optional Mounting Hardware: Glulam Mounting Brackets.
- 3. Mounting Drops: Extensions available in two (2) to ten (10) foot lengths in (1) foot increments (custom sizes available).
- 4. Mounting and Extension Material: Steel, Aluminum.
- 5. Mount Finish: Black Anodized.

#### F. Hub/Motor Housing

The fan shall be equipped with an aluminum motor housing with pressed in steel studs to securely accept six (6) removable, black anodized, 6005 T6 aluminum beam struts. The struts shall be designed with airfoil guides to ensure precision alignment and enable airfoils to be inverted for full CFM output in either reverse or forward operation.

- 1. Material: T6 Cast Aluminum.
- 2. Airfoil Strut Material: 6005 T6 Aluminum.
- 3. Airfoil Strut Finish: Black Anodized.
- 4. Hardware: Twelve (12) 5/16-24 x 1-3/4 inch Grade-8 pressed in studs.
- 5. Hardware: Twelve (12) 5/16-inch flat washers (SAE).
- 6. Hardware: Twelve (12) 5/16-inch nylon lock nuts.

#### G. Safety System

The fan shall include one-piece airfoil retainer links to prevent airfoil separation from the motor housing and a 3/16" safety cable attached to the lowest point of the fan. Included in the safety system shall be fuses and a disconnect to prevent fire or misuse. Each fan shall be E-stop compatible for fire and building automated systems (BAS).

1. Safety Cable Material: 3/16" x 7 x 19 Braided Steel.
2. Safety Cable Finish: Galvanized.
3. Airfoil Retainer Link Material: 10 Gauge A36 Steel.
4. Airfoil Retainer Link Finish: Black Zinc.

### PART 3 EXECUTION

#### 1.1 PREPARATION

- A. Check accuracy of dimensions indicated for openings to receive fans.
- B. Check location and availability of utility services to ensure proper voltage and installation preparation.
- C. Coordinate location and installation of the HVLS Fans.
- D. Ensure building structural members are sufficient to support the weight and operation of the fan. Consult professional engineer or registered architect as required.

#### 1.2 INSTALLATION

- A. Install units per manufacturer's written instructions.
- B. Fan airfoil height to be a minimum of 10 feet from the floor in accordance with OSHA guidelines.
- C. All safety and support features must be installed. These include any guy wires and safety cables as well as airfoil retainer locking features.
- D. Adjust unit as required for proper operation in accordance with manufacturer's installation instructions.
- E. Securely anchor units.
- F. Ensure that operating parts turn freely prior to initial startup.
- G. Repair or replace damaged parts, dents, buckles, abrasions or other damage affecting appearance or serviceability, as acceptable to Architect.

### 1.3 PROTECTION

- A. Protect finished Work until date of Substantial Completion.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

### 1.4 CLEANING

- A. Clean Work specification.
- B. Clean and inspect fans per manufacturer's instructions.
- C. Remove temporary protective cover at date of Substantial Completion.

END OF SECTION



## SECTION 260100

### ELECTRICAL SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

##### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Division Section as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

##### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of Division 26/28 submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer's and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal category: Action; informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Engineer's final release or approval.
  - g. Scheduled date of fabrication.
  - h. Scheduled dates for delivery.
  - i. Scheduled dates for installation.
  - j. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
  1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing and Project record drawings.
    - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of Halff Associates' Standard form.
- 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. **Submit all submittal items required for each Specification Section within a Construction Division concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule. \***
    - **This submittal package shall be comprehensive document by Division and not piecemealed by specification section.**
  3. Submit action submittals and informational submittals required by the same Specification Section concurrent.
  4. 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. For example, HVAC Equipment must be submitted and approved prior to approval of Electrical gear.

- a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 10 working days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals is indicated, allow 15 working days for initial review of each submittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Engineer.
    - d. Name of Construction Manager, where applicable.
    - e. Name of Contractor.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Division Section or number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - j. Number and title of appropriate Specification.
    - k. Drawing number and detail references, as appropriate.
    - l. Location(s) where product is to be installed, as appropriate.
    - m. Other necessary identification.
  4. Additional Paper Copies: Unless additional copies are required for final submittal, initial submittal may serve as final submittal.

- a. When paper copies are required, submit one copy of submittal.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return without review submittals received from sources other than Contractor.
- a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Engineer.
    - 6) Name of Construction Manager, where applicable.
    - 7) Name of Contractor.
    - 8) Name of firm or entity that prepared submittal.
    - 9) Names of subcontractor, manufacturer, and supplier.
    - 10) Category and type of submittal.
    - 11) Submittal purpose and description.
    - 12) Specification Section number and title.
    - 13) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 14) Drawing number and detail references, as appropriate.
    - 15) Indication of full or partial submittal.
    - 16) Transmittal number, numbered consecutively.
    - 17) Submittal and transmittal distribution record.
    - 18) Remarks.
    - 19) Signature of transmitter.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file 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. Alternately, submit package as a comprehensive .pdf document by Division with each Specification Section tabbed.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name of Construction Manager, where applicable.

- e. Name of Contractor.
  - f. Name of firm or entity that prepared submittal.
  - g. Names of subcontractor, manufacturer, and supplier.
  - h. Category and type of submittal.
  - i. Submittal purpose and description.
  - j. Specification Section number and title.
  - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - l. Drawing number and detail references, as appropriate.
  - m. Location(s) where product is to be installed, as appropriate.
  - n. Related physical samples submitted directly.
  - o. Indication of full or partial submittal.
  - p. Transmittal number, numbered consecutively.
  - q. Submittal and transmittal distribution record.
  - r. Other necessary identification.
  - s. Remarks.
- F. Options: Identify options requiring selection by Engineer.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- I. 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.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to Project Web site or FTP site specifically established for Project.
    - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  1. Action Submittals: For submittal formats 11 x 17 and larger, submit two paper copies of each submittal unless otherwise indicated in addition to the electronically posted submittal. Engineer will return one copy of paper submittal.
  2. Certificates and Certifications Submittals: Provide a 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.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each construction Division and type of product or equipment.
1. If information must be specially prepared for submittal because standard published 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 catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data (8-1/2 x 11 format only) in the following format:
    - a. PDF electronic file.

- 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. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer, if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 11 x 17 but no larger than 30 by 42 inches.
  3. Submit Shop Drawings in the following format:
    - a. Two opaque (bond) copies of each submittal. Engineer will return one copy. Engineer will return one copy. Submit also one electronic file for record keeping.
  4. BIM File Incorporation: Develop and incorporate Shop Drawing files into Building Information Model established for Project.
    - a. Prepare Shop Drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.
    - b. Refer to Section 013100 "Project Management and Coordination" for requirements for coordination drawings.
- 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 applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 5. 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 of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. "Samples for Verification" Subparagraph below can be used with or without Samples for initial selection. Revise to suit Project.
- E. LEED Submittals: Comply with requirements specified in Section 018113.13 "Sustainable Design Requirements - LEED for New Construction and Major Renovations," Section 018113.16 "Sustainable Design Requirements - LEED for Commercial Interiors," Section 018113.19 "Sustainable Design Requirements - LEED for Core and Shell Development," and Section 018113.23 "Sustainable Design Requirements - LEED for Schools."
- F. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- G. Installer Certificates: Submit 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.
- H. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- J. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.



- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, 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.
- C. BIM File Incorporation: Incorporate delegated-design drawing and data files into Building Information Model established for Project.
  - 1. Prepare delegated-design drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ENGINEER'S ACTION

- A. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION 260100

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## SECTION 260519

### LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

##### 1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

##### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

##### 1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control test reports.

##### 1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

## PART 2 - PRODUCTS

### 2.1 CONDUCTORS AND CABLES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Alcan Products Corporation; Alcan Cable Division.
  - 2. American Insulated Wire Corp.; a Leviton Company.
  - 3. General Cable Corporation.
  - 4. Senator Wire & Cable Company.
  - 5. Southwire Company.
  - 6. Encore.
- C. Copper Conductors: Comply with NEMA WC 70.
- D. Conductor Insulation: Comply with NEMA WC 70 for Types THW THHN-THWN and SO.

### 2.2 CONNECTORS AND SPLICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. AFC Cable Systems, Inc.
  - 2. Hubbell Power Systems, Inc.
  - 3. O-Z/Gedney; EGS Electrical Group LLC.
  - 4. 3M; Electrical Products Division.
  - 5. Tyco Electronics Corp.
- C. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

## PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-THWN, single conductors in raceway.
- B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-THWN, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- E. Feeders Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.
- F. Exposed Branch Circuits, Including in Crawlspace: Type THHN-THWN, single conductors in raceway.
- G. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.
- H. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- I. Branch Circuits Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.
- J. Class 1 Control Circuits: Type THHN-THWN, in raceway.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- F. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

### 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

### 3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### 3.6 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

### 3.7 FIELD QUALITY CONTROL

- A. Torque test conductor connections and terminations to manufacturer's recommended values.

END OF SECTION 260519

## SECTION 260526

### GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes: Grounding systems and equipment.

##### 1.3 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.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

#### PART 2 - PRODUCTS

##### 2.1 CONDUCTORS

- A. Insulated Conductors: [Copper] [or] [tinned-copper] wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Tinned Conductors: ASTM B 33.
  - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
  - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
  - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

## 2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
  - 1. Pipe Connectors: Clamp type, sized for pipe.

## 2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel, 3/4 inch by 10 feet (19 mm by 3 m) in diameter.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
  - 1. Bury at least 24 inches (600 mm) below grade.
  - 2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.
- C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- D. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
  - 1. Install bus on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
  - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; connect to horizontal bus.
- E. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.



3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

### 3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  1. Feeders and branch circuits.
  2. Lighting circuits.
  3. Receptacle circuits.
  4. Single-phase motor and appliance branch circuits.
  5. Three-phase motor and appliance branch circuits.
  6. Flexible raceway runs.
  7. Armored and metal-clad cable runs.

### 3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

### 3.4 LABELING

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.
- B. Install labels at the telecommunications bonding conductor and grounding equalizer[ and at the grounding electrode conductor where exposed].
  1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

### 3.5 FIELD QUALITY CONTROL

#### A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

END OF SECTION 260526

## SECTION 260529

### HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Hangers and supports for electrical equipment and systems.
  - 2. Construction requirements for concrete bases.

##### 1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. RMC: Rigid metal conduit.

##### 1.4 PERFORMANCE REQUIREMENTS

- A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- C. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

##### 1.5 SUBMITTALS

- A. Product Data: For the following:
  - 1. Steel slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:

1. Trapeze hangers. Include Product Data for components.
2. Steel slotted channel systems. Include Product Data for components.
3. Equipment supports.

## 1.6 QUALITY ASSURANCE

- A. Comply with NFPA 70.

## PART 2 - PRODUCTS

### 2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Allied Tube & Conduit.
    - b. Cooper B-Line, Inc.; a division of Cooper Industries.
    - c. ERICO International Corporation.
    - d. GS Metals Corp.
    - e. Thomas & Betts Corporation.
    - f. Unistrut; Tyco International, Ltd.
  2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  3. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  4. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
  - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - 1) Hilti Inc.
    - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
2. Mechanical-Expansion Anchors: Insert-wedge-type, steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
  - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
    - 2) Hilti Inc.
    - 3) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

## 2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with single-bolt conduit clamps using spring friction action for retention in support channel.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners or threaded through wall.
  - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
  - 6. To Steel: Beam clamps complying with MSS SP-69.
  - 7. To Light Steel: Sheet metal screws.
  - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

### 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

### 3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete."
- C. Anchor equipment to concrete base.
  - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

### 3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting.
  - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).
- B. Touchup: Comply with requirements in Division 09 for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

## SECTION 260533

### RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
- B. Related Sections include the following:
  - 1. Division 26 Section "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

##### 1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. EPDM: Ethylene-propylene-diene terpolymer rubber.
- C. FMC: Flexible metal conduit.
- D. LFMC: Liquidtight flexible metal conduit.
- E. NBR: Acrylonitrile-butadiene rubber.
- F. RNC: Rigid nonmetallic conduit.

##### 1.4 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Custom enclosures and cabinets.
  - 2. For handholes and boxes for underground wiring, including the following:



- a. Conduit entry provisions, including locations and conduit sizes.
  - b. Frame and cover design.
  - c. Grounding details.
  - d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
  - e. Joint details.
- C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
  - 1. Structural members in the paths of conduit groups with common supports.
  - 2. HVAC and plumbing items and Engineerural features in the paths of conduit groups with common supports.

## 1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

## PART 2 - PRODUCTS

### 2.1 METAL CONDUIT AND TUBING

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. AFC Cable Systems, Inc.
  - 2. Alflex Inc.
  - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
  - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
  - 5. Electri-Flex Co.
  - 6. Manhattan/CDT/Cole-Flex.
  - 7. Maverick Tube Corporation.
  - 8. O-Z Gedney; a unit of General Signal.
  - 9. Wheatland Tube Company.
- C. Rigid Steel Conduit: ANSI C80.1.
- D. EMT: ANSI C80.3.
- E. FMC: Zinc-coated steel

- F. LFMC: Flexible steel conduit with PVC jacket.
- G. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
  - 1. Fittings for EMT: Steel -screw or compression type.
- H. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

## 2.2 BOXES, ENCLOSURES, AND CABINETS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
  - 2. EGS/Appleton Electric.
  - 3. Erickson Electrical Equipment Company.
  - 4. Hoffman.
  - 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
  - 6. O-Z/Gedney; a unit of General Signal.
  - 7. RACO; a Hubbell Company.
  - 8. Robroy Industries, Inc.; Enclosure Division.
  - 9. Scott Fetzer Co.; Adalet Division.
  - 10. Spring City Electrical Manufacturing Company.
  - 11. Thomas & Betts Corporation.
  - 12. Walker Systems, Inc.; Wiremold Company (The).
  - 13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Nonmetallic Outlet and Device Boxes: NEMA OS 2.
- E. Metal Floor Boxes: Cast or sheet metal, fully adjustable, rectangular. (As indicated on drawings)
- F. Nonmetallic Floor Boxes: Nonadjustable, round.
- G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- H. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.
- I. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Nonmetallic Enclosures: Plastic or fiberglass.

J. Cabinets:

1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

### 2.3 SLEEVES FOR RACEWAYS

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

### 2.4 SLEEVE SEALS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  1. Advance Products & Systems, Inc.
  2. Calpico, Inc.
  3. Metraflex Co.
  4. Pipeline Seal and Insulator, Inc.
- B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
  1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
  2. Pressure Plates: Carbon steel Include two for each sealing element.
  3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

## PART 3 - EXECUTION

### 3.1 RACEWAY APPLICATION

A. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit. Includes raceways in the following locations:
  - a. Loading dock.
  - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
  - c. Mechanical rooms.
4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: Rigid steel conduit.
7. Raceways for Optical Fiber or Communications Cable in Spaces Used for Environmental Air: EMT or cable tray. All conduits shall have plastic bushing at the ends.
8. Raceways for Optical Fiber or Communications Cable Risers in Vertical Shafts: EMT
9. Raceways for Concealed General Purpose Distribution of Optical Fiber or Communications Cable EMT.
10. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations. HUBS to match conduit.

B. Minimum Raceway Size: 1/2-inch.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.

### 3.2 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation. Use conduit caps to protect installed conduit against entrance of dirt and moisture before area is dried in and cable or wire are not immediately installed. Tape covering of conduit ends is not acceptable.

- D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."
- E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- H. Raceways Embedded in Slabs:
  - 1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
  - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
  - 3. Change from Type EPC-40-PVC to rigid steel conduit, before rising above the floor.
  - 4. Elbows larger than 1/2" or on runs longer than 50' shall be rigid steel.
  - 5. Tape all GRC with 2" overlapping tape where underground or where in contact with concrete.
- I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.
- L. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
  - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - 2. Where otherwise required by NFPA 70.
- M. Flexible Conduit Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
  - 1. Use LFMC in damp or wet locations subject to severe physical damage.
  - 2. Use LFMC in damp or wet locations not subject to severe physical damage.

- N. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- O. Set metal floor boxes level and flush with finished floor surface.
- P. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

### 3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Rectangular Sleeve Minimum Metal Thickness:
  - 1. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
  - 2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).
- E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- F. Cut sleeves to length for mounting flush with both surfaces of walls.
- G. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- H. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway unless sleeve seal is to be installed.
- I. Seal space outside of sleeves with grout for penetrations of concrete and masonry.
- J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.
- K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 07 Section "Penetration Firestopping."
- L. Roof-Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.

- M. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- N. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway and sleeve for installing mechanical sleeve seals.

END OF SECTION 260533

## SECTION 260543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Direct-buried conduit, ducts, and duct accessories.
  - 2. Handholes and boxes.

#### 1.3 DEFINITIONS

- A. Trafficways: Locations where vehicular or pedestrian traffic is a normal course of events.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include duct-bank materials, including separators and miscellaneous components.
  - 2. Include ducts and conduits and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
  - 3. Include accessories for handholes, boxes.
  - 4. Include warning tape.
  - 5. Include warning planks.
- B. Shop Drawings:
  - 1. Factory-Fabricated Handholes and Boxes Other Than Precast Concrete:
    - a. Include dimensioned plans, sections, and elevations, and fabrication and installation details.
    - b. Include duct entry provisions, including locations and duct sizes.
    - c. Include cover design.
    - d. Include grounding details.
    - e. Include dimensioned locations of cable rack inserts, and pulling-in and lifting irons.



## 1.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For concrete and steel used in precast concrete handholes, as required by ASTM C 858.
- B. Qualification Data: For professional engineer and testing agency responsible for testing nonconcrete handholes and boxes.
- C. Source quality-control reports.
- D. Field quality-control reports.

## 1.6 MAINTENANCE MATERIALS SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
- B. Furnish cable-support stanchions, arms, insulators, and associated fasteners in quantities equal to 5 percent of quantity of each item installed.

## 1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

## 1.8 FIELD CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions, and then only after arranging to provide temporary electrical service according to requirements indicated:
  - 1. Notify Owner no fewer than two days in advance of proposed interruption of electrical service.
  - 2. Do not proceed with interruption of electrical service without Construction Manager's Owner's written permission.
- B. Ground Water: Assume ground-water level is at grade level unless a lower water table is noted on Drawings.
- C. Ground Water: Assume ground-water level is 36 inches (900 mm) below ground surface unless a higher water table is noted on Drawings.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR DUCTS AND RACEWAYS

- A. Comply with ANSI C2.

## 2.2 CONDUIT

- A. Rigid Steel Conduit: Galvanized. Comply with ANSI C80.1.
- B. RNC: NEMA TC 2, Type EPC-40-PVC, UL 651, with matching fittings by same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

## 2.3 NONMETALLIC DUCTS AND DUCT ACCESSORIES

- A. Underground Plastic Utilities Duct: NEMA TC 2, UL 651, ASTM F 512, Type EPC-40, with matching fittings complying with NEMA TC 3 by same manufacturer as the duct.
- B. Solvents and Adhesives: As recommended by conduit manufacturer.
- C. Duct Accessories:
  - 1. Duct Separators: Factory-fabricated rigid PVC interlocking spacers, sized for type and size of ducts with which used, and selected to provide minimum duct spacing indicated while supporting ducts during concreting or backfilling.
  - 2. Warning Tape: Underground-line warning tape specified in Section 260553 "Identification for Electrical Systems."
  - 3. Concrete Warning Planks: Nominal 12 by 24 by 3 inches (300 by 600 by 75 mm) in size, manufactured from 6000-psi (41-MPa) concrete.
    - a. Color: Red dye added to concrete during batching.
    - b. Mark each plank with "ELECTRIC" in 2-inch- (50-mm-) high, 3/8-inch- (10-mm-) deep letters.

## 2.4 PRECAST CONCRETE HANDHOLES AND BOXES

- A. Comply with ASTM C 858 for design and manufacturing processes.
- B. Description: Factory-fabricated, reinforced-concrete, monolithically poured walls and bottom unless open-bottom enclosures are indicated. Frame and cover shall form top of enclosure and shall have load rating consistent with that of handhole or box.
  - 1. Frame and Cover: Weatherproof cast-iron frame, with cast-iron cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing bolts.
  - 2. Frame and Cover: Weatherproof steel frame, with steel cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing bolts.
  - 3. Frame and Cover: Weatherproof steel frame, with hinged steel access door assembly with tamper-resistant, captive, cover-securing bolts.
    - a. Cover Hinges: Concealed, with hold-open ratchet assembly.
    - b. Cover Handle: Recessed.
  - 4. Frame and Cover: Weatherproof aluminum frame with hinged aluminum access door assembly with tamper-resistant, captive, cover-securing bolts.

- a. Cover Hinges: Concealed, with hold-open ratchet assembly.
  - b. Cover Handle: Recessed.
- 5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
- 6. Cover Legend: Molded lettering, "ELECTRIC."
- 7. Configuration: Units shall be designed for flush burial and have open bottom unless otherwise indicated.
- 8. Extensions and Slabs: Designed to mate with bottom of enclosure. Same material as enclosure.
  - a. Extension shall provide increased depth of 12 inches (300 mm).
  - b. Slab: Same dimensions as bottom of enclosure, and arranged to provide closure.
- 9. Joint Sealant: Asphaltic-butyl material with adhesion, cohesion, flexibility, and durability properties necessary to withstand maximum hydrostatic pressures at the installation location with the ground-water level at grade.
- 10. Windows: Precast openings in walls, arranged to match dimensions and elevations of approaching ducts and duct banks, plus an additional 12 inches (300 mm) vertically and horizontally to accommodate alignment variations.
  - a. Windows shall be located no less than 6 inches (150 mm) from interior surfaces of walls, floors, or frames and covers of handholes, but close enough to corners to facilitate racking of cables on walls.
  - b. Window opening shall have cast-in-place, welded-wire fabric reinforcement for field cutting and bending to tie in to concrete envelopes of duct banks.
  - c. Window openings shall be framed with at least two additional No. 3 steel reinforcing bars in concrete around each opening.
- 11. Duct Entrances in Handhole Walls: Cast end-bell or duct-terminating fitting in wall for each entering duct.
  - a. Type and size shall match fittings to duct or conduit to be terminated.
  - b. Fittings shall align with elevations of approaching ducts and be located near interior corners of handholes to facilitate racking of cable.
- 12. Handholes 12 inches wide by 24 inches long and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

## 2.5 HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

- A. General Requirements for Handholes and Boxes: Comply with SCTE 77. Comply with tier requirements in "Underground Enclosure Application" Article.
  - 1. Color: Gray.
  - 2. Configuration: Units shall be designed for flush burial and have open bottom unless otherwise indicated.
  - 3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
  - 4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.

5. Cover Legend: Molded lettering, "ELECTRIC."
  6. Direct-Buried Wiring Entrance Provisions: Knockouts equipped with insulated bushings or end-bell fittings, selected to suit box material, sized for wiring indicated, and arranged for secure, fixed installation in enclosure wall.
  7. Duct Entrance Provisions: Duct-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
  8. Handholes 12 inches wide by 24 inches long and larger shall have factory-installed inserts for cable racks and pulling-in irons.
- B. Polymer Concrete Handholes and Boxes with Polymer Concrete Cover: Molded of sand and aggregate, bound together with a polymer resin, and reinforced with steel or fiberglass or a combination of the two.
1. Old castle.

## 2.6 CAST-IN-PLACE MANHOLES

- A. Description: Underground utility structures, constructed in place, complete with accessories, hardware, and features. Include concrete knockout panels for conduit entrance and sleeve for ground rod.
- B. Materials: Comply with ASTM C 858 and with Section 033000 "Cast-in-Place Concrete."
- C. Structural Design Loading: As specified in "Underground Enclosure Application" Article.

## 2.7 SOURCE QUALITY CONTROL

- A. Test and inspect precast concrete utility structures according to ASTM C 1037.
- B. Nonconcrete Handhole and Pull-Box Prototype Test: Test prototypes of manholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
1. Tests of materials shall be performed by an independent testing agency.
  2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
  3. Testing machine pressure gages shall have current calibration certification, complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Coordinate layout and installation of ducts, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field.

Notify Architect if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.

- B. Coordinate elevations of ducts and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of ducts and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct runs drain to manholes and handholes, and as approved by Architect.
- C. Clear and grub vegetation to be removed, and protect vegetation to remain according to Section 311000 "Site Clearing." Remove and stockpile topsoil for reapplication according to Section 311000 "Site Clearing."

### 3.2 UNDERGROUND DUCT APPLICATION

- A. Ducts for Electrical Cables More than 600 V: RNC, NEMA Type EPC-40-PVC, in concrete-encased duct bank unless otherwise indicated.
- B. Ducts for Electrical Feeders 600 V and Less: RNC, NEMA Type EPC-40-PVC, in concrete-encased duct bank unless otherwise indicated.
- C. Ducts for Electrical Feeders 600 V and Less: RNC, NEMA Type EPC-40-PVC, in direct-buried duct bank unless otherwise indicated.
- D. Ducts for Electrical Branch Circuits: RNC, NEMA Type EPC-40-PVC, in direct-buried duct bank unless otherwise indicated.
- E. Underground Ducts Crossing Paved Paths, Walks, and Driveways, Roadways and Railroads: RNC, NEMA Type EPC-40-PVC, encased in reinforced concrete.

### 3.3 UNDERGROUND ENCLOSURE APPLICATION

- A. Handholes and Boxes for 600 V and Less:
  - 1. Units in Roadways and Other Deliberate Traffic Paths: Precast concrete. AASHTO HB 17, H-20 structural load rating.
  - 2. Units in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Polymer concrete, SCTE 77, structural load rating.
  - 3. Units in Sidewalk and Similar Applications with a Safety Factor for Nondeliberate Loading by Vehicles: Polymer concrete units, SCTE 77, Tier 8 structural load rating.
  - 4. Units Subject to Light-Duty Pedestrian Traffic Only: High-density plastic, structurally tested according to SCTE 77 with 3000-lbf (13 345-N) vertical loading.
  - 5. Cover design load shall not exceed the design load of the handhole or box.

### 3.4 EARTHWORK

- A. Excavation and Backfill: Comply with Section 312000 "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restore surface features at areas disturbed by excavation, and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- C. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Section 329200 "Turf and Grasses" and Section 329300 "Plants."
- D. Cut and patch existing pavement in the path of underground ducts and utility structures according to the "Cutting and Patching" Article in Section 017300 "Execution."

### 3.5 DUCT INSTALLATION

- A. Install ducts according to NEMA TCB 2.
- B. Slope: Pitch ducts a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes, to drain in both directions.
- C. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches (1200 mm), both horizontally and vertically, at other locations unless otherwise indicated.
- D. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.
- E. Installation Adjacent to High-Temperature Steam Lines: Where duct banks are installed parallel to underground steam lines, perform calculations showing the duct bank will not be subject to environmental temperatures above 40 deg C. Where environmental temperatures are calculated to rise above 40 deg C, and anywhere the duct bank crosses above an underground steam line, install insulation blankets listed for direct burial to isolate the duct bank from the steam line.
- F. Duct Entrances to Manholes and Concrete and Polymer Concrete Handholes: Use end bells, spaced approximately 10 inches (250 mm) o.c. for 5-inch (125-mm) ducts, and vary proportionately for other duct sizes.
  - 1. Begin change from regular spacing to end-bell spacing 10 feet (3 m) from the end bell without reducing duct line slope and without forming a trap in the line.
  - 2. Direct-Buried Duct Banks: Install an expansion and deflection fitting in each conduit in the area of disturbed earth adjacent to manhole or handhole. Install an expansion fitting near the center of all straight line direct-buried duct banks with calculated expansion of more than 3/4 inch (19 mm).
  - 3. Grout end bells into structure walls from both sides to provide watertight entrances.

- G. Building Wall Penetrations: Make a transition from underground duct to rigid steel conduit at least 10 feet (3 m) outside the building wall, without reducing duct line slope away from the building, and without forming a trap in the line. Use fittings manufactured for duct-to-conduit transition. Install conduit penetrations of building walls as specified in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."
- H. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig (1.03-MPa) hydrostatic pressure.
- I. Pulling Cord: Install 100-lbf- (445-N-) test nylon cord in empty ducts.
- J. Concrete-Encased Ducts: Support ducts on duct separators.
  - 1. Excavate trench bottom to provide firm and uniform support for duct bank. Prepare trench bottoms as specified in Section 312000 "Earth Moving" for pipes less than 6 inches (150 mm) in nominal diameter.
  - 2. Width: Excavate trench 12 inches (300 mm) wider than duct bank on each side.
  - 3. Width: Excavate trench 3 inches (75 mm) wider than duct bank on each side.
  - 4. Depth: Install top of duct bank at least 24 inches (600 mm) below finished grade in areas not subject to deliberate traffic, and at least 30 inches (750 mm) below finished grade in deliberate traffic paths for vehicles unless otherwise indicated.
  - 5. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
  - 6. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts, with not less than four spacers per 20 feet (6 m) of duct. Secure separators to earth and to ducts to prevent floating during concreting. Stagger separators approximately 6 inches (150 mm) between tiers. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
  - 7. Minimum Space between Ducts: 3 inches (75 mm) between ducts and exterior envelope wall, 2 inches (50 mm) between ducts for like services, and 4 inches (100 mm) between power and signal ducts.
  - 8. Elbows: Use manufactured duct elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run unless otherwise indicated. Extend concrete encasement throughout length of elbow.
  - 9. Elbows: Use manufactured rigid steel conduit elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run.
    - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
    - b. Stub-Ups to Equipment: For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of base. Install insulated grounding bushings on terminations at equipment.
  - 10. Reinforcement: Reinforce concrete-encased duct banks where they cross disturbed earth and where indicated. Arrange reinforcing rods and ties without forming conductive or magnetic loops around ducts or duct groups.
  - 11. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.

12. Concrete Cover: Install a minimum of 3 inches (75 mm) of concrete cover at top and bottom, and a minimum of 2 inches (50 mm) on each side of duct bank.
13. Concreting Sequence: Pour each run of envelope between manholes or other terminations in one continuous operation.
  - a. Start at one end and finish at the other, allowing for expansion and contraction of ducts as their temperature changes during and after the pour. Use expansion fittings installed according to manufacturer's written recommendations, or use other specific measures to prevent expansion-contraction damage.
  - b. If more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch (15-mm) reinforcing-rod dowels extending a minimum of 18 inches (450 mm) into concrete on both sides of joint near corners of envelope.
14. Pouring Concrete: Comply with requirements in "Concrete Placement" Article in Section 033000 "Cast-in-Place Concrete." Place concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Allow concrete to flow to center of bank and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-bank application.

K. Direct-Buried Duct Banks:

1. Excavate trench bottom to provide firm and uniform support for duct bank. Comply with requirements in Section 312000 "Earth Moving" for preparation of trench bottoms for pipes less than 6 inches (150 mm) in nominal diameter.
2. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
3. Space separators close enough to prevent sagging and deforming of ducts, with not less than four spacers per 20 feet (6 m) of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches (150 mm) between tiers.
4. Depth: Install top of duct bank at least 36 inches (900 mm) below finished grade unless otherwise indicated.
5. Set elevation of bottom of duct bank below frost line.
6. Install ducts with a minimum of 3 inches (75 mm) between ducts for like services and 6 inches (150 mm) between power and signal ducts.
7. Elbows: Install manufactured duct elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
8. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run.
  - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
  - b. For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.



9. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand place backfill to 4 inches (100 mm) over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction. Comply with requirements in Section 312000 "Earth Moving" for installation of backfill materials.
  - a. Place minimum 3 inches (75 mm) of sand as a bed for duct bank. Place sand to a minimum of 6 inches (150 mm) above top level of duct bank.
  - b. Place minimum 6 inches (150 mm) of engineered fill above concrete encasement of duct bank.
- L. Warning Planks: Bury warning planks approximately 12 inches (300 mm) above direct-buried ducts and duct banks, placing them 24 inches (600 mm) o.c. Align planks along the width and along the centerline of duct bank. Provide an additional plank for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional planks 12 inches (300 mm) apart, horizontally.
- M. Warning Tape: Bury warning tape approximately 12 inches (300 mm) above all concrete-encased ducts and duct banks. Align tape parallel to and within 3 inches (75 mm) of centerline of duct bank. Provide an additional warning tape for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional tapes 12 inches (300 mm) apart, horizontally.

### 3.6 INSTALLATION OF CONCRETE MANHOLES, HANDHOLES, AND BOXES

- A. Precast Concrete Handhole and Manhole Installation:
  1. Comply with ASTM C 891 unless otherwise indicated.
  2. Install units level and plumb and with orientation and depth coordinated with connecting ducts, to minimize bends and deflections required for proper entrances.
  3. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1-inch (25-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- B. Elevations:
  1. Handhole Covers: In paved areas and trafficways, set surface flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.
  2. Where indicated, cast handhole cover frame integrally with handhole structure.
- C. Drainage: Install drains in bottom of manholes where indicated. Coordinate with drainage provisions indicated.
- D. Dampproofing: Apply dampproofing to exterior surfaces **handholes** after concrete has cured at least three days. Dampproofing materials and installation are specified in Section 071113 "Bituminous Dampproofing." After ducts are connected and grouted, and before backfilling,

dampproof joints and connections, and touch up abrasions and scars. Dampproof exterior of manhole chimneys after mortar has cured at least three days.

- E. Hardware: Install removable hardware, including pulling eyes, cable stanchions, and cable arms, and insulators, as required for installation and support of cables and conductors and as indicated.
- F. Fixed Manhole Ladders: Arrange to provide for safe entry with maximum clearance from cables and other items in manholes.
- G. Field-Installed Bolting Anchors in Manholes and Concrete Handholes: Do not drill deeper than 3-7/8 inches (97 mm) for manholes and 2 inches (50 mm) for handholes, for anchor bolts installed in the field. Use a minimum of two anchors for each cable stanchion.

### 3.7 INSTALLATION OF HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting ducts, to minimize bends and deflections required for proper entrances. Use box extension if required to match depths of ducts, and seal joint between box and extension as recommended by manufacturer.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas and trafficways, set cover flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.
- D. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in enclosure.
- E. Field cut openings for ducts and conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.
- F. For enclosures installed in asphalt paving and subject to occasional, nondeliberate, heavy-vehicle loading, form and pour a concrete ring encircling, and in contact with, enclosure and with top surface screeded to top of box cover frame. Bottom of ring shall rest on compacted earth.
  - 1. Concrete: 3000 psi (20 kPa), 28-day strength, complying with Section 033000 "Cast-in-Place Concrete," with a troweled finish.
  - 2. Dimensions: 10 inches wide by 12 inches deep.

### 3.8 GROUNDING

- A. Ground underground ducts and utility structures according to Section 260526 "Grounding and Bonding for Electrical Systems."

### 3.9 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections and prepare test reports:
  - 1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.
  - 2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide a minimum 6-inch- (150-mm-) long mandrel equal to 80 percent fill of duct. If obstructions are indicated, remove obstructions and retest.
  - 3. Test handhole grounding to ensure electrical continuity of grounding and bonding connections. Measure and report ground resistance as specified in Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Correct deficiencies and retest as specified above to demonstrate compliance.

### 3.10 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump. Remove foreign material.

END OF SECTION 260543

## SECTION 260553

### IDENTIFICATION FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Identification for raceways.
  - 2. Identification of power and control cables.
  - 3. Identification for conductors.
  - 4. Underground-line warning tape.
  - 5. Warning labels and signs.
  - 6. Instruction signs.
  - 7. Equipment identification labels.
  - 8. Miscellaneous identification products.

##### 1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

##### 1.4 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

##### 1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

## PART 2 - PRODUCTS

### 2.1 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

### 2.2 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
  - 1. 3.5 mils and 6" wide.
  - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
  - 3. Polyethylene tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
  - 1. Inscriptions for Red-Colored Tapes: BURIED ELECTRIC LINE, CAUTION.
  - 2. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.

### 2.3 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Baked-Enamel Warning Signs:

1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
  2. 1/4-inch (6.4-mm) grommets in corners for mounting.
  3. Nominal size, 7 by 10 inches (180 by 250 mm).
- C. Warning label and sign shall include, but are not limited to, the following legends:
1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."
  2. Location of multiple main disconnects are at defined locations. Approved by Authority Having Jurisdiction.

## 2.4 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.
1. Engraved legend with black letters on white face .
  2. Punched or drilled for mechanical fasteners.
  3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

## 2.5 EQUIPMENT IDENTIFICATION LABELS

- A. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

## 2.6 CABLE TIES

- A. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.
1. Minimum Width: 3/16 inch (5 mm).
  2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
  3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
  4. Color: Black.
- B. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.
1. Minimum Width: 3/16 inch (5 mm).
  2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
  3. UL 94 Flame Rating: 94V-0.
  4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
  5. Color: Black.

## 2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Secure plastic name plates to equipment fronts using screws or rivets. Use of adhesive shall be per owner's approval only.
- E. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.
- F. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.
  - 2. In Spaces Handling Environmental Air: Plenum rated.
- G. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches (400 mm) overall.

### 3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and 600 V or Less, for Service, Feeder, and Branch Circuits More Than A, and 120 V to ground: Identify with self-adhesive vinyl tape applied in bands. Install labels at 10-foot (3-m) [30-foot (10-m) maximum intervals.

- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
  - 1. Normal Power – White letters on Black background.
  - 2. UPS – White letters on Orange background.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
    - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
    - b. Colors for 208/120-V Circuits:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
      - 4) Neutral: White.
    - c. Colors for 480/277-V Circuits:
      - 1) Phase A: Brown.
      - 2) Phase B: Orange. (Purple)
      - 3) Phase C: Yellow.
      - 4) Neutral: Gray.
    - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- D. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
  - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
  - 1. Limit use of underground-line warning tape to direct-buried cables.



2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- G. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Baked-enamel warning signs.
  1. Comply with 29 CFR 1910.145.
  2. Identify system voltage with black letters on an orange background.
  3. Apply to exterior of door, cover, or other access.
  4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
    - a. Controls with external control power connections.
- I. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- J. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
  1. Labeling Instructions:
    - a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
    - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
    - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
    - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
  2. Equipment to Be Labeled:
    - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
    - b. Enclosures and electrical cabinets.
    - c. Access doors and panels for concealed electrical items.
    - d. Switchgear.

- e. Switchboards.
- f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
- g. Emergency system boxes and enclosures.
- h. Motor-control centers.
- i. Enclosed switches.
- j. Enclosed circuit breakers.
- k. Enclosed controllers.
- l. Variable-speed controllers.
- m. Push-button stations.
- n. Power transfer equipment.
- o. Contactors.
- p. Remote-controlled switches, dimmer modules, and control devices.
- q. Battery-inverter units.
- r. Battery racks.
- s. Power-generating units.
- t. Monitoring and control equipment.
- u. UPS equipment.

3. Nameplate Detail:

- a. For circuit breakers, panelboards, switchboards, disconnect switches, motor starters, and contactors: ¼-inch letters, identify source to and device load serves, including location.

4. Enclosure Color Coding:

- a. The following systems shall have each junction and pull box cover completely painted per the following:

| System             | Color of Box Cover |
|--------------------|--------------------|
| Ethernet Backbone  | Blue               |
| Telecommunications | Brown              |
| FCMS               | Green              |
| Emergency Power    | Red                |
| Security**         | White              |
| Fire Alarm         | Yellow             |
| Clock              | Fluorescent Violet |
| U.P.S.             | Fluorescent Pink   |

**\*\*Security shall include, but not be limited to, the following systems:**

- Card Access\Proximity
- Duress Alarms
- Perimeter Door Alarms
- CCTV

END OF SECTION 260553

## SECTION 262726

### WIRING DEVICES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
  - 2. Wall-switch and occupancy sensors.
  - 3. Communications outlets.
- B. Related Sections include the following:
  - 1. Division 27 Section "Communications Horizontal Cabling" for workstation outlets.

##### 1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. TVSS: Transient voltage surge suppressor.

##### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Field quality-control test reports. Submitted prior to final punch list.
- D. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.
- E. Submit on digital wiring analyzer to be used to test voltage drop on receptacles.

## 1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

## 1.6 COORDINATION

- A. Receptacles for Owner-Furnished Equipment: Match plug configurations.
  - 1. Cord and Plug Sets: Match equipment requirements.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
  - 1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
  - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
  - 3. Leviton Mfg. Company Inc. (Leviton).
  - 4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).
  - 5. Hubbell Building Automation Systems.

### 2.2 STRAIGHT BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Cooper; 5351 (single), 5352 (duplex).
    - b. Hubbell; HBL5351 (single), CR5352 (duplex).
    - c. Leviton; 5891 (single), 5352 (duplex).
    - d. Pass & Seymour; 5381 (single), 5352 (duplex).

## 2.3 GFCI RECEPTACLES

- A. General Description: Straight blade, non-feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Cooper; GF20.
    - b. Pass & Seymour; 2084.

## 2.4 SNAP SWITCHES

- A. Comply with NEMA WD 1 and UL 20.
- B. Switches, 120/277 V, 20 A:
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Cooper; 2221 (single pole), 2222 (two pole), 2223 (three way), 2224 (four way).
    - b. Hubbell; CS1221 (single pole), CS1222 (two pole), CS1223 (three way), CS1224 (four way).
    - c. Leviton; 1221-2 (single pole), 1222-2 (two pole), 1223-2 (three way), 1224-2 (four way).
    - d. Pass & Seymour; 20AC1 (single pole), 20AC2 (two pole), 20AC3 (three way), 20AC4 (four way).

## 2.5 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
  - 1. Plate-Securing Screws: Metal with head color to match plate finish.
  - 2. Material for Finished Spaces: Smooth, high-impact thermoplastic 0.035-inch- (1-mm-) thick Material for Unfinished Spaces: Galvanized steel.

## 2.6 FINISHES

- A. Color: Wiring device catalog numbers in Section Text do not designate device color.
  - 1. Wiring Devices Connected to Normal Power SystemAs selected by Engineer, unless otherwise indicated or required by NFPA 70 or device listing.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.
- B. Coordination with Other Trades:
  - 1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
  - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
  - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
  - 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
  - 1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
  - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
  - 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
  - 4. Existing Conductors:
    - a. Cut back and pigtail, or replace all damaged conductors.
    - b. Straighten conductors that remain and remove corrosion and foreign matter.
    - c. Pigtail existing conductors is permitted provided the outlet box is large enough.
- D. Device Installation:
  - 1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
  - 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
  - 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
  - 4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
  - 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
  - 6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
  - 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
  - 8. Tighten unused terminal screws on the device.

9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings. Verify with Engineer and Owner that all floor outlets and service poles are coordinated with furniture to be installed.

### 3.2 IDENTIFICATION

A. Comply with Division 26 Section "Identification for Electrical Systems."

1. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

### 3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

1. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable. Report voltage drop on receptacle circuit as follows: Receptacle circuit L-1 (Typical) Voltage measured = 119V. All receptacle circuits shall be reported. Final close out of project will not be attained without report.
3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.



- C. Test straight blade for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz. (115 g).

END OF SECTION 262726

## SECTION 262813

### FUSES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Cartridge fuses rated 600-V ac and less for use in control circuits, enclosed switches, panelboards, switchboards, enclosed controllers and motor-control centers.
  - 2. Spare-fuse cabinets.

##### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material, dimensions, descriptions of individual components, and finishes for spare-fuse cabinets. Include the following for each fuse type indicated:
  - 1. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
  - 2. Current-limitation curves for fuses with current-limiting characteristics.
  - 3. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse.
  - 4. Fuse sizes for elevator disconnect switches.
- B. Operation and Maintenance Data: For fuses to include in operation and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
  - 1. Current-limitation curves for fuses with current-limiting characteristics.
  - 2. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse.

##### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

- B. 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.
- C. Comply with NEMA FU 1 for cartridge fuses.
- D. Comply with NFPA 70.

#### 1.5 PROJECT CONDITIONS

- A. Where ambient temperature to which fuses are directly exposed is more than 100 deg F (38 deg C), apply manufacturer's ambient temperature adjustment factors to fuse ratings.

#### 1.6 COORDINATION

- A. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

#### 1.7 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Fuses:
    - a. Three spare of each size and type
    - b. Fuse cabinet sized to contain spare fuse stock.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Cooper Bussmann, Inc.
  - 2. Ferraz Shawmut, Inc.
  - 3. Littelfuse, Inc.

#### 2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.

## 2.3 SPARE-FUSE CABINET

- A. Characteristics: Wall-mounted steel unit with full-length, recessed piano-hinged door and key-coded cam lock and pull.
  - 1. Size: Adequate for storage of spare fuses specified.
  - 2. Finish: Gray, baked enamel.
  - 3. Identification: "SPARE FUSES" in 1-1/2-inch- (38-mm-) high letters on exterior of door.
  - 4. Fuse Pullers: For each size of fuse, where applicable and available, from fuse manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.
- B. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.
- C. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
- D. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 FUSE APPLICATIONS

- A. Cartridge Fuses:
  - 1. Service Entrance: Class L, time delay; Class J, time delay.
  - 2. Feeders: Class L, time delay [Class RK1, fast acting] [Class RK1, time delay] [Class RK5, fast acting] [Class RK5, time delay] [Class J, fast acting] [Class J, time delay].
  - 3. Motor Branch Circuits: Class RK.
  - 4. Other Branch Circuits: Class RK1, time delay; Class J, time delay.
  - 5. Control Circuits: Class CC, time delay.

### 3.3 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

- B. Install spare-fuse cabinet(s).

#### 3.4 IDENTIFICATION

- A. Install labels complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems" and indicating fuse replacement information on inside door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 262813

## SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Fusible switches.
  - 2. Nonfusible switches.
  - 3. Enclosures.

#### 1.3 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
  - 1. Enclosure types and details for types other than NEMA 250, Type 1.
  - 2. Current and voltage ratings.
  - 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
  - 4. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
  - 5. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Wiring Diagrams: For power, signal, and control wiring.

- C. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
  - 1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
  - 2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

#### 1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. 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.
- D. Comply with NFPA 70.

#### 1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
  - 1. Ambient Temperature: Not less than minus 22 deg F (minus 30 deg C) and not exceeding 104 deg F (40 deg C).
  - 2. Altitude: Not exceeding 6600 feet (2010 m).

#### 1.7 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

#### 1.8 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
2. Fuse Pullers: Two for each size and type.

## PART 2 - PRODUCTS

### 2.1 FUSIBLE SWITCHES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide or product by one of the following:
  1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  3. Siemens Energy & Automation, Inc.
  4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 240 or 600-V ac, UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. Accessories:
  1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
  2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
  3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
  4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
  5. Hookstick Handle: Allows use of a hookstick to operate the handle.
  6. Lugs: Mechanical type, suitable for number, size, and conductor material.
  7. Service-Rated Switches: Labeled for use as service equipment.

### 2.2 NONFUSIBLE SWITCHES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
  1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  3. Siemens Energy & Automation, Inc.
  4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 240 or 600-V ac: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.



C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper neutral conductors.
3. For isolated grounded systems Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
4. Hookstick Handle: Allows use of a hookstick to operate the handle.
5. Lugs: Mechanical type, suitable for number, size, and conductor material.

2.3 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
  2. Outdoor Locations: NEMA 250, Type 3R.
  3. Kitchen Areas: NEMA 250, Type 4X, stainless steel.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- C. Install fuses in fusible devices.
- D. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

#### 3.4 FIELD QUALITY CONTROL

- A. Acceptance Testing Preparation:
  1. Test continuity of each circuit.
- B. Tests and Inspections:
  1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- C. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

#### 3.5 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 262816



## SECTION 265100 - INTERIOR LIGHTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Interior lighting fixtures, lamps, and ballasts.
  - 2. Emergency lighting units.
  - 3. Exit signs.
  - 4. Lighting fixture supports.

#### 1.3 DEFINITIONS

- A. BF: Ballast factor.
- B. CCT: Correlated color temperature.
- C. CRI: Color-rendering index.
- D. HID: High-intensity discharge.
- E. LER: Luminaire efficacy rating.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting fixture, including ballast housing if provided.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
  - 1. Physical description of lighting fixture including dimensions.
  - 2. Emergency lighting units including battery and charger.
  - 3. Ballast, including BF.
  - 4. Energy-efficiency data.
  - 5. Life, output (lumens, CCT, and CRI), and energy-efficiency data for lamps.

6. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.
  - a. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Shop Drawings: For nonstandard or custom lighting fixtures. Include plans, elevations, sections, details, and attachments to other work.
  1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  2. Wiring Diagrams: For power, signal, and control wiring.
- C. Installation instructions.
- D. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  1. Lighting fixtures.
  2. Suspended ceiling components.
  3. Partitions and millwork that penetrate the ceiling or extends to within 12 inches (305 mm) of the plane of the luminaires.
  4. Ceiling-mounted projectors.
  5. Structural members to which suspension systems for lighting fixtures will be attached.
  6. Other items in finished ceiling including the following:
    - a. Air outlets and inlets.
    - b. Speakers.
    - c. Sprinklers.
    - d. Smoke and fire detectors.
    - e. Occupancy sensors.
    - f. Access panels.
  7. Perimeter moldings.
- E. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.
- F. Product Certificates: For each type of ballast for bi-level and dimmer-controlled fixtures, from manufacturer.
- G. Field quality-control reports.
- H. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.

1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

I. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. 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.
- C. Comply with NFPA 70.
- D. FM Global Compliance: Lighting fixtures for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.

1.6 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.7 WARRANTY

- A. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.
  1. Warranty Period for Emergency Lighting Unit Batteries: 10 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.
  2. Warranty Period for Emergency Fluorescent Ballast and Self-Powered Exit Sign Batteries: Seven years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining six years.
- B. Special warranty for Ballasts: Manufacturer's standard form in which ballast manufacturer agrees to repair or replace ballasts that fail in materials or workmanship within specified warranty period.
  1. Warranty Period for electronic Ballasts: Five years from date of substantial completion.
  2. Warranty Period for Electromagnetic Ballasts: Three years from date of substantial completion.

- C. Special warranty for T5 and T8 florescent lamps: Manufacturer's standard form, made out to Owner and signed by Lamp manufacturer agreeing to replace lamps that fail in materials or workmanship, f.o.b. the nearest shipping point to project site, within specified warranty period indicated below.

- 1. Warranty Period: One year from date of substantial completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Interior Lighting fixture schedule where titles below are column or row headings that indicate lists, the following requirements apply to product selection:

- 1. Basis-of-Design Product: The design for each lighting fixture is based on the product named. Subject to compliance with requirements, provide either the named product or approved equal. Equal products shall be submitted to engineer for approval 10 days prior to bid in binder format with any deviations of specified items noted. Only items approved through addendum shall be acceptable.

### 2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

- A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
- B. Fluorescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.
- C. HID Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5B.
- D. Metal Parts: Free of burrs and sharp corners and edges.
- E. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- G. Diffusers and Globes:
  - 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

- a. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
  - b. UV stabilized.
- H. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
  - 1. Label shall include the following lamp and ballast characteristics:
    - a. "USE ONLY" and include specific lamp type.
    - b. Lamp diameter code (T-4, T-5, T-8, T-12, etc.), tube configuration (twin, quad, triple, etc.), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
    - c. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.
    - d. Start type (preheat, rapid start, instant start, etc.) for fluorescent and compact fluorescent luminaires.
    - e. ANSI ballast type (M98, M57, etc.) for HID luminaires.
    - f. CCT and CRI for all luminaires.
- I. Electromagnetic-Interference Filters: Factory installed to suppress conducted electromagnetic interference as required by MIL-STD-461E. Fabricate lighting fixtures with one filter on each ballast indicated to require a filter.

## 2.3 BALLASTS FOR LINEAR FLUORESCENT LAMPS

- A. General Requirements for Electronic Ballasts:
  - 1. Comply with UL 935 and with ANSI C82.11.
  - 2. Designed for type and quantity of lamps served.
  - 3. Ballasts shall be designed for full light output unless another BF, dimmer, or bi-level control is indicated.
  - 4. Sound Rating: Class A.
  - 5. Total Harmonic Distortion Rating: Less than 10 percent.
  - 6. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
  - 7. Operating Frequency: 20 kHz or higher.
  - 8. Lamp Current Crest Factor: 1.7 or less.
  - 9. BF: 0.88 or higher.
  - 10. Power Factor: 0.98 or higher.
  - 11. Parallel Lamp Circuits: Multiple lamp ballasts shall comply with ANSI C82.11 and shall be connected to maintain full light output on surviving lamps if one or more lamps fail.
- B. Electromagnetic Ballasts: Comply with ANSI C82.1; energy saving, high-power factor, Class P, and having automatic-reset thermal protection.
  - 1. Ballast Manufacturer Certification: Indicated by label.



- C. Single Ballasts for Multiple Lighting Fixtures: Factory wired with ballast arrangements and bundled extension wiring to suit final installation conditions without modification or rewiring in the field.

## 2.4 EXIT SIGNS

- A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs:
  - 1. Lamps for AC Operation: Fluorescent, two for each fixture, 20,000 hours of rated lamp life.
  - 2. Lamps for AC Operation: LEDs, 70,000 hours minimum rated lamp life.
  - 3. Self-Powered Exit Signs (Battery Type): Integral automatic charger in a self-contained power pack.
    - a. Battery: Sealed, maintenance-free, nickel-cadmium type.
    - b. Charger: Fully automatic, solid-state type with sealed transfer relay.
    - c. Operation: Relay automatically energizes lamp from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
    - d. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
    - e. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
    - f. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
    - g. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

## 2.5 EMERGENCY LIGHTING UNITS

- A. General Requirements for Emergency Lighting Units: Self-contained units complying with UL 924.
  - 1. Battery: Sealed, maintenance-free, lead-acid type.
  - 2. Charger: Fully automatic, solid-state type with sealed transfer relay.
  - 3. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.

4. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
5. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
6. Wire Guard: Heavy-chrome-plated wire guard protects lamp heads or fixtures.
7. Integral Time-Delay Relay: Holds unit on for fixed interval of 15 minutes when power is restored after an outage.
8. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
9. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

## 2.6 FLUORESCENT LAMPS

- A. T8 rapid-start lamps, rated 32 W maximum, nominal length of 48 inches (1220 mm), 2800 initial lumens (minimum), CRI 75 (minimum), color temperature 4100 K, and average rated life 20,000 hours unless otherwise indicated.
- B. T8 rapid-start lamps, rated 17 W maximum, nominal length of 24 inches (610 mm), 1300 initial lumens (minimum), CRI 75 (minimum), color temperature 4100 K, and average rated life of 20,000 hours unless otherwise indicated.
- C. T5 rapid-start lamps, rated 28 W maximum, nominal length of 45.2 inches (1150 mm), 2900 initial lumens (minimum), CRI 85 (minimum), color temperature 4100 K, and average rated life of 20,000 hours unless otherwise indicated.
- D. T5HO rapid-start, high-output lamps, rated 54 W maximum, nominal length of 45.2 inches (1150 mm), 5000 initial lumens (minimum), CRI 85 (minimum), color temperature 4100 K, and average rated life of 20,000 hours unless otherwise indicated.

## 2.7 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Comply with Division 26 Section "Hangers and Supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.
- C. Twin-Stem Hangers: Two, 1/2-inch (13-mm) steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).
- E. Wires for Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gage (2.68 mm).

- F. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.
- G. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Lighting fixtures:
  - 1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
  - 2. Install lamps in each luminaire.
- B. Temporary Lighting: If it is necessary, and approved by Architect, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.
- C. Remote Mounting of Ballasts: Distance between the ballast and fixture shall not exceed that recommended by ballast manufacturer. Verify, with ballast manufacturers, maximum distance between ballast and luminaire.
- D. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.
  - 1. Install ceiling support system rods or wires for each fixture. Locate not more than 6 inches (150 mm) from lighting fixture corners.
  - 2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
  - 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch (20-mm) metal channels spanning and secured to ceiling tees.
  - 4. Install at least one independent support rod or wire from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.
- E. Suspended Lighting Fixture Support:
  - 1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
  - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
  - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
  - 4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.
- F. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

### 3.2 IDENTIFICATION

- A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

### 3.3 FIELD QUALITY CONTROL

- A. Verify that self-luminous exit signs are installed according to their listing and the requirements in NFPA 101.
- B. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

### 3.4 STARTUP SERVICE

- A. Burn-in all lamps that require specific aging period to operate properly, prior to occupancy by Owner. Burn-in fluorescent and compact fluorescent lamps intended to be dimmed, for at least 100 hours at full voltage.

END OF SECTION 265100

SECTION 265600  
EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Exterior luminaires with lamps and ballasts.
  - 2. Poles and accessories.
- B. Related Sections:
  - 1. Division 26 Section "Interior Lighting" for exterior luminaires normally mounted on exterior surfaces of buildings.

1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color-rendering index.
- C. HID: High-intensity discharge.
- D. LER: Luminaire efficacy rating.
- E. Luminaire: Complete lighting fixture, including ballast housing if provided.
- F. Pole: Luminaire support structure, including tower used for large area illumination.
- G. Standard: Same definition as "Pole" above.

1.4 SUBMITTALS

- A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:
  - 1. Physical description of luminaire, including materials, dimensions, effective projected area, and verification of indicated parameters.

2. Details of attaching luminaires and accessories.
  3. Details of installation and construction.
  4. Luminaire materials.
  5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.
    - a. Testing Agency Certified Data: For indicated luminaires, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
    - b. Manufacturer Certified Data: Photometric data shall be certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
  6. Ballasts, including energy-efficiency data.
  7. Lamps, including life, output, CCT, CRI, lumens, and energy-efficiency data.
  8. Materials, dimensions, and finishes of poles.
  9. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.
  10. Anchor bolts for poles.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
1. Anchor-bolt templates keyed to specific poles and certified by manufacturer.
- C. Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements in AASHTO LTS-4-M and that load imposed by luminaire and attachments has been included in design. The certification shall be based on design calculations by a professional engineer.
- D. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.
- E. Field quality-control reports.
- F. Operation and Maintenance Data: For luminaires and poles to include in emergency, operation, and maintenance manuals.
- G. Warranty: Sample of special warranty.

## 1.5 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. 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.
- C. Comply with IEEE C2, "National Electrical Safety Code."
- D. Comply with NFPA 70.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Package aluminum poles for shipping according to ASTM B 660.
- B. Store poles on decay-resistant-treated skids at least 12 inches (300 mm) above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.
- C. Retain factory-applied pole wrappings on metal poles until right before pole installation. For poles with nonmetallic finishes, handle with web fabric straps.

## 1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.
  - 1. Warranty Period for Luminaires: Five years from date of Substantial Completion.
  - 2. Warranty Period for Metal Corrosion: Five years from date of Substantial Completion.
  - 3. Warranty Period for Color Retention: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. An exterior Lighting Fixture Schedule where titles below are column or row headings that introduce lists, the following requirements apply to product selection:
  - 1. Equal products shall be submitted to engineer for approval 10 days prior to bid in binder format, with any deviations from specified items noted. Only items approved through addendum shall be acceptable.

### 2.2 GENERAL REQUIREMENTS FOR LUMINAIRES

- A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.
- B. Lateral Light Distribution Patterns: Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.
- C. Metal Parts: Free of burrs and sharp corners and edges.
- D. Sheet Metal Components: Corrosion-resistant aluminum unless otherwise indicated. Form and support to prevent warping and sagging.
- E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.

- F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.
- G. Exposed Hardware Material: Stainless steel.
- H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
- I. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
  - 1. White Surfaces: 85 percent.
  - 2. Specular Surfaces: 83 percent.
  - 3. Diffusing Specular Surfaces: 75 percent.
- J. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- K. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
- L. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."
  - 2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
    - a. Color: As selected from manufacturer's standard catalog of colors.
- M. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
  - 1. Label shall include the following lamp and ballast characteristics:
    - a. "USES ONLY" and include specific lamp type.
    - b. Lamp diameter code (T-4, T-5, T-8, T-12), tube configuration (twin, quad, triple), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
    - c. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.



- d. Start type (preheat, rapid start, instant start) for fluorescent and compact fluorescent luminaires.
- e. ANSI ballast type (M98, M57, etc.) for HID luminaires.
- f. CCT and CRI for all luminaires.

## 2.3 FLUORESCENT BALLASTS AND LAMPS

### A. Ballasts for Low-Temperature Environments:

- 1. Temperatures 0 Deg F and Higher: Electronic or electromagnetic type rated for 0 deg F starting and operating temperature with indicated lamp types.
- 2. Temperatures Minus 20 Deg F and Higher: Electromagnetic type designed for use with indicated lamp types.

### B. Ballast Characteristics:

- 1. Power Factor: 98 percent, minimum.
- 2. Sound Rating: Class A.
- 3. Total Harmonic Distortion Rating: Less than 10 percent.
- 4. Electromagnetic Ballasts: Comply with ANSI C82.1, energy-saving, high power factor, Class P, automatic-reset thermal protection.
- 5. Case Temperature for Compact Lamp Ballasts: 65 deg C, maximum.
- 6. Transient-Voltage Protection: Comply with IEEE C62.41.1 and IEEE C62.41.2, Category A or better.

### C. Low-Temperature Lamp Capability: Rated for reliable starting and operation with ballast provided at temperatures 0 deg F (minus 18 deg C) and higher.

## 2.4 BALLASTS FOR HID LAMPS

### A. Comply with ANSI C82.4 and UL 1029 and capable of open-circuit operation without reduction of average lamp life. Include the following features unless otherwise indicated:

- 1. Ballast Circuit: Constant-wattage autotransformer or regulating high-power-factor type.
- 2. Minimum Starting Temperature: Minus 22 deg F (Minus 30 deg C).
- 3. Normal Ambient Operating Temperature: 104 deg F (40 deg C).
- 4. Ballast Fuses: One in each ungrounded power supply conductor. Voltage and current ratings as recommended by ballast manufacturer.

## 2.5 HID LAMPS

- A. Metal-Halide Lamps: ANSI C78.43, with minimum CRI 65, and CCT color temperature 4000K.
- B. Pulse-Start, Metal-Halide Lamps: Minimum CRI 65, and CCT color temperature 4000 K.
- C. Ceramic, Pulse-Start, Metal-Halide Lamps: Minimum CRI 80, and CCT color temperature 4000 K.

## 2.6 GENERAL REQUIREMENTS FOR POLES AND SUPPORT COMPONENTS

- A. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.
- B. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.
  - 1. Materials: Shall not cause galvanic action at contact points.
  - 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
  - 3. Anchor-Bolt Template: Plywood or steel.

## 2.7 STEEL POLES

- A. Poles: Comply with ASTM A 500, Grade B, carbon steel with a minimum yield of 46,000 psig; one-piece construction up to 40 feet in height with access handhole in pole wall.
  - 1. Shape: Round, straight.
  - 2. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.
- B. Brackets for Luminaires: Detachable, cantilever, without underbrace.
  - 1. Adapter fitting welded to pole, allowing the bracket to be bolted to the pole mounted adapter, then bolted together with stainless-steel bolts.
  - 2. Cross Section: Tapered oval, with straight tubular end section to accommodate luminaire.
  - 3. Match pole material and finish.
- C. Pole-Top Tenons: Fabricated to support luminaire or luminaires and brackets indicated, and securely fastened to pole top.
- D. Grounding and Bonding Lugs: Welded 1/2-inch (13-mm) threaded lug, complying with requirements in Division 26 Section "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size listed in that Section, and accessible through handhole.
- E. Prime-Coat Finish: Manufacturer's standard prime-coat finish ready for field painting.
- F. Factory-Painted Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or with SSPC-SP 8, "Pickling."
  - 2. Interior Surfaces of Pole: One coat of bituminous paint, or otherwise treat for equal corrosion protection.

3. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
  - a. Color: As indicated by manufacturer's designations.

## PART 3 - EXECUTION

### 3.1 LUMINAIRE INSTALLATION

- A. Install lamps in each luminaire.
- B. Fasten luminaire to indicated structural supports.
  1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Adjust luminaires that require field adjustment or aiming.

### 3.2 POLE INSTALLATION

- A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on the pole.
- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features unless otherwise indicated on Drawings:
  1. Fire Hydrants and Storm Drainage Piping: 60 inches.
  2. Water, Gas, Electric, Communication, and Sewer Lines: 10 feet.
  3. Trees: 15 feet from tree trunk.
- C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer. Concrete materials, installation, and finishing requirements are specified in Division 03 Section "Cast-in-Place Concrete."
- D. Foundation-Mounted Poles: Mount pole with leveling nuts, and tighten top nuts to torque level recommended by pole manufacturer.
  1. Use anchor bolts and nuts selected to resist seismic forces defined for the application and approved by manufacturer.
  2. Grout void between pole base and foundation. Use nonshrink or expanding concrete grout firmly packed to fill space.
  3. Install base covers unless otherwise indicated.
  4. Use a short piece of 1/2-inch diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.
- E. Poles and Pole Foundations Set in Concrete Paved Areas: Install poles with minimum of 6-inch wide, unpaved gap between the pole or pole foundation and the edge of adjacent concrete slab. Fill unpaved ring with pea gravel to a level 1 inch below top of concrete slab.

- F. Raise and set poles using web fabric slings (not chain or cable).

### 3.3 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: Comply with Division 26 Section "Raceway and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

### 3.4 GROUNDING

- A. Ground metal poles and support structures according to Division 26 Section "Grounding and Bonding for Electrical Systems."
  - 1. Install grounding electrode for each pole unless otherwise indicated.
  - 2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.
- B. Ground nonmetallic poles and support structures according to Division 26 Section "Grounding and Bonding for Electrical Systems."
  - 1. Install grounding electrode for each pole.
  - 2. Install grounding conductor and conductor protector.
  - 3. Ground metallic components of pole accessories and foundations.

### 3.5 FIELD QUALITY CONTROL

- A. Inspect each installed fixture for damage. Replace damaged fixtures and components.
- B. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.
  - 1. Verify operation of photoelectric controls.
- C. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

### 3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain luminaire lowering devices.

END OF SECTION 265600

SECTION 31 05 13  
SOILS FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Subsoil materials.
  - 2. Topsoil materials.
- B. Related Sections:
  - 1. Section 310513 - Aggregates for Earthwork.
  - 2. Section 320516 - Aggregates for Exterior Improvements.
  - 3. Section 312213 - Rough Grading.
  - 4. Section 312323 - Backfill.
  - 5. Section 312317 - Trenching.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
  - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 2. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
  - 3. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

PART 2 PRODUCTS

2.1 SOURCE QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Testing and Inspection Services Testing and analysis of soil material.
- B. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D698.
- C. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698.
- D. When tests indicate materials do not meet specified requirements, change material and retest.

- E. Furnish materials of each type from same source throughout the Work.

## PART 3 EXECUTION

### 3.1 EXCAVATION

- A. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.
- B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.
- C. Remove excess excavated materials subsoil and topsoil not intended for reuse, from site.
- D. Remove excavated materials not meeting requirements for subsoil materials and topsoil materials from site.

### 3.2 STOCKPILING

- A. Stockpile materials on site at locations designated by Architect/Engineer.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Prevent intermixing of soil types or contamination.
- E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

### 3.3 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

## SECTION 31 10 00

### SITE CLEARING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Removing surface debris.
  - 2. Removing designated trees, shrubs, and other plant life.
  - 3. Removing abandoned utilities.
  - 4. Excavating topsoil.
- B. Related Sections:
  - 1. Section 312213 - Rough Grading.
  - 2. Section 312318 - Rock Removal.

#### PART 2 EXECUTION

##### 2.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Identify waste area for placing removed materials.

##### 2.2 PREPARATION

- A. Call Local Utility Line Information not less than three working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.

##### 2.3 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping
- C. Protect bench marks, survey control points, and existing structures from damage or displacement.

## 2.4 CLEARING

- A. Clear areas required for access to site and execution of Work.
- B. Remove trees and shrubs within marked areas. Remove stumps.
- C. Clear undergrowth and deadwood, without disturbing subsoil.
- D. Apply herbicide to remaining stumps to inhibit growth.

## 2.5 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.
- C. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- D. Do not burn or bury materials on site. Leave site in clean condition.

## 2.6 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.
- D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION



## SECTION 31 21 00

### EXCAVATION, BACKFILL AND GRADING FOR SITE WORK OUTSIDE OF BUILDING

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES:

- A. Grading and earthwork which occurs in areas other than under structures, under paving, or trenching for utilities.
- B. Earthwork consists of operations required for the excavation of materials on site; excavation of borrow material from designated areas; compaction of natural or improved sub-grades; finish grading; disposal of excess or unsuitable materials; and other required operations. Earthwork shall conform with dimensions and typical sections shown, and within lines and grades established on Drawings.

##### 1.2 RELATED SECTIONS:

- A. Trench Excavation, Backfill and Compaction - Section 312200.

##### 1.3 REFERENCES:

- A. ASTM D698 - Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 lbf/ft<sup>3</sup>).
- B. ASTM D4972 - pH of Soil.
- C. ASTM G57 - Field Measurement of Soil Resistivity Using the Wenner Four Electrode Method.
- D. ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils.

##### 1.4 EXISTING UTILITIES:

- A. Where pipes, ducts and structures are encountered in the excavation but are not shown on the Drawings, immediately notify the ENGINEER.

##### 1.5 DEFINITIONS:

- A. Classification: Earthwork materials are classified in accordance with definitions in this Article.
- B. Topsoil: Top 8 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil includes roots and other vegetation.

- C. General Site Fill: Suitable, clean material excavated on-site or off-site may be used as fill material. Suitable material shall consist of clay soils classified as CH according to the unified soil classification system. Clay soil used as fill shall have a liquid limit of less than 55 and a Plasticity Index comparable with on-site soils.
- D. Select Fill: Select fill material, as required for construction, defined in the Geotechnical Report, shall consist of inorganic silty or sandy clay.
- E. Subgrade: Consists of that portion of the surface on which a compacted fill, backfill or topsoil is placed.
- F. Borrow: Material taken from on-site designated areas or approved off-site sources to make up any deficit of excavated material. Obtain from area that is normally dry and well drained. Borrow does not include top soil.
- G. Finish Grading: Operations required for smoothing disturbed areas that are not overlaid with pavement.
- H. Excavation: Excavation of every description and of whatever substances encountered within the limits of the project to the lines and grades indicated on the Drawings.
- I. Compaction: Compaction of soil materials shall be measured as a percent of Standard Proctor density as determined by the ASTM D698.

## PART 2 - PRODUCTS

### 2.1 SELECT FILL:

- A. Source: Obtain select fill material from required excavation, or if excavated material is not adequate, from borrow areas approved by the Geotechnical ENGINEER. Material from source shall be tested for compliance with project requirements and approved by the Owner and Testing Laboratory.
- B. Suitability: Use the best material available from excavation or borrow, suitability of select fill is subject to the ENGINEER'S approval.
- C. Quality: Select fill material must be free of rock and clay lumps or excessive silts. Do not use soil containing brush, roots, sod or similar organic materials.
- D. Characteristics: Select fill material shall consist of inorganic silty or sandy clay. Additional select fill requirements are described in Geotechnical Report.

### 2.2 FILL AND BACKFILL UNDER TOPSOIL:

- A. Source: Obtain site fill from required excavation or, if excavated material is not sufficient, from borrow areas approved by the ENGINEER.

- B. Suitability: Use the best material available from excavation or borrow. Suitability of fill material is subject to the Testing Laboratory\Engineer's approval.
- C. Quality: Fill material shall be free of excessive silts. Do not use soil containing brush, roots, sod or similar organic materials.
- D. Characteristics: Fill material shall have a plasticity index between 6 and 25, inclusive, and shall generally be of similar character to that of existing soil at the site.

### PART 3 – EXECUTION

#### 3.1 STRIP AND STOCKPILE:

- A. Remove topsoil at all non-paved areas where excavation of topsoil is required or where fill material will be added for site grading. Remove top 6 inches of topsoil where necessary and stockpile on the property as directed by the Owner. Protect stockpiled topsoil from other excavated materials, dumping of unwanted material, dumping by the public, and erosion. Upon completion of rough grading, replace topsoil in 4-inch minimum layer to finish grade elevations as shown on the grading plan.

#### 3.2 EXCAVATION:

- A. Objective: As shown on the Drawings, excavate to lines, grades and elevations required for subsequent construction. All excavation shall be made in such manner as to permit all surfaces to be brought to final line and grade within plus or minus 0.1 foot. Over excavation shall be restored by the Contractor at his own expense. Finished grades consistently high or low will not be acceptable and shall be corrected by the Contractor at his expense and no additional cost to the Owner.
- B. Drainage: During excavation, maintain grades as required to provide positive drainage away from structures; or, as directed by the Engineer, install temporary drains or drainage ditches to intercept or divert surface water and prevent interference or delay of the work.
- C. Stockpiling: If at time of excavation it is not possible to place material in the proper section of permanent construction, stockpile the material in Owner or Architect approved areas for later use.
- D. Stone or Rock: Stone or rock fragments greater than 6" will not be allowed in fills or embankments. Stones or rock fragments larger than 2 inches in their greatest dimension will not be permitted in top 6 inches of subgrade.
- E. Dressing: Uniformly dress cut and fill slopes to slope, cross section and alignment, as shown.

#### 3.3 TREATMENT OF SUBGRADES:

- A. All topsoil and vegetation shall be stripped from the ground surface and stockpiled, exposing sound undisturbed subgrade soils.

- B. After stripping the topsoil in areas to receive fill or cut areas, the exposed ground surface shall be scarified to a depth of 6 inches, the moisture adjusted, and then recompact to a density of 95 to MIN. percent of the maximum density as obtained in the Standard Proctor Compaction Test (ASTM D698), at a moisture content between minus 1 to plus 3 percent of optimum. Any soft or compressible areas detected during the recompaction process shall be undercut such that sound subgrade soils are exposed and recompacted. Site excavated or select fill shall then be used to bring all areas to grade. Allow for placement of minimum 4-inch layer of top soil in areas not covered by building or pavement.
- C. Finished subgrade shall be inspected by Testing Laboratory for determination that subgrade meets requirements of Contract Documents.

#### 3.4 PLACING FILL AND BACKFILL:

- A. Examination of Subgrade: Do not place fill on any part of the subgrade until the subgrade preparation has been accepted by the Engineer.
- B. Removing Debris: During the dumping and spreading process, remove all roots, stones and debris that are uncovered in the fill material.
- C. Spreading Fill and Backfill: After dumping, spread the material in horizontal layers over the entire fill area. The thickness of each layer before compaction shall not exceed 8 inches unless otherwise directed by the Engineer. Maintain positive drainage throughout construction. The combined excavation and fill placing operation shall be such that the material when compacted in the fill will be blended sufficiently to secure the best practicable degree of compaction. The suitability of the materials shall be subject to testing by the Testing Laboratory and approval of the Engineer. After each layer of fill has been spread to the proper depth, it shall be thoroughly manipulated with a disc plow or other suitable and approved equipment until the material is uniformly mixed, pulverized and brought to a uniform approved moisture content.
- D. Attaining Proper Bond: If, in the opinion of the Testing Laboratory, the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface by harrowing or other approved method before continuing the work.
- E. Place materials to proper elevation allowing for depth of topsoil furnished under this Contract.

#### 3.5 MOISTURE CONTROL:

- A. Intent: Developing the maximum density obtainable with the natural moisture of the material is preferred. However, the moisture content shall not vary from the optimum, as determined by ASTM D698, by more than minus 1 to plus 3 percent of optimum.
- B. Adjustment: If the moisture content is too high, adjust to within the specified limits by spreading the material and permitting it to dry. Assist the drying process by discing or

harrowing if necessary. When the material is too dry, sprinkle each layer with water. Work the moisture into the soil by harrowing or other Engineer approved method.

### 3.6 COMPACTION:

- A. Rough Grade: Compact each layer of fill material with suitable equipment as necessary to secure 95% to 98% Standard Proctor Density (ASTM D698) within the specified range of the moisture content.
- B. Finish Grade: Place and lightly compact topsoil to achieve finish grades.

### 3.7 DISTRIBUTION OF TOPSOIL:

- A. Perform rough grading and topsoil/finish grading work.
- B. Preparation:
  - 1. Prior to placing topsoil, scarify the subgrade to a depth of 2 inches to provide effective bonding of the topsoil with the subgrade.
  - 2. Shape all areas designated for grading, including cut and fill areas, to receive a minimum of 4 inches of topsoil
- C. Placement:
  - 1. Do not haul or place wet topsoil. Also prohibited is placement of topsoil on a subgrade that is excessively wet, extremely dry, or in a condition otherwise detrimental to proper grading or proposed planting.
  - 2. Distribute topsoil uniformly and spread evenly. Correct irregularities in the surface to prevent formation of depressions where water could stand.
  - 3. Perform the spreading operation so that planting can proceed with little additional tillage or soil preparation. Leave the area smooth and suitable for lawn planting.
  - 4. Lightly compact topsoil to obtain proper bond with previously placed or prepared material.
- D. Maintenance: Where any portion of the surface becomes eroded or otherwise damaged, repair the affected area to establish the condition and grade prior to topsoil placement; then replace topsoil.

### 3.8 MATERIAL DISPOSAL:

- A. Excess Excavation Material (soil material free of trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has been accepted by the Geotechnical Engineer): Remove excess excavated material from the construction site or place on the property as directed by the ENGINEER.

- B. Waste Material (soil material including trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has not been accepted by the Geotechnical Engineer): Remove waste material from the project site before Final Inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

#### PART 4 - TESTING

##### 4.1 PROCEDURE

- A. The testing laboratory will make tests of in-place density in accordance with ASTM Standards. Backfill operations will be monitored continuously by the testing laboratory at structures. It will be the responsibility of the CONTRACTOR to notify the testing laboratory before backfill operations begin.

END OF SECTION 312100

## SECTION 31 22 13

### ROUGH GRADING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Excavating topsoil.
  - 2. Excavating subsoil.
  - 3. Cutting, grading, filling, compacting site for site structures, building pads.
- B. Related Sections:
  - 1. Section 310513 - Soils for Earthwork: Soils for fill.
  - 2. Section 310516 - Aggregates for Earthwork: Aggregates for fill.
  - 3. Section 311000 - Site Clearing: Excavating topsoil.
  - 4. Section 312316 - Excavation and Fill: Building excavation.
  - 5. Section 312318 - Rock Removal.
  - 6. Section 312323 - Backfill: General building area backfilling.
  - 7. Section 312317 - Trenching: Trenching and backfilling for utilities.

##### 1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
  - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 3. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
  - 4. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
  - 5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
  - 6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
  - 7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
  - 8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

## PART 2 EXECUTION

### 2.1 PREPARATION

- A. Call Local Utility Line Information service not less than three working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Protect utilities indicated to remain from damage.
- D. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

### 2.2 FILLING

- A. Fill areas to contours and elevations with unfrozen materials.
- B. Place fill material in continuous layers and compact as required.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Slope grade away from building minimum 2 percent slope for minimum distance of 10 ft, unless noted otherwise.
- E. Make grade changes gradual. Blend slope into level areas.

### 2.3 FIELD QUALITY CONTROL

- A. Perform in place compaction tests in accordance with the following:
  - 1. As required by geotechnical engineer.

END OF SECTION



SECTION 31 23 16  
EXCAVATION AND FILL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Soil densification.
  - 2. Excavating for building foundations.
  - 3. Excavating for slabs-on-grade.
  - 4. Excavating for site structures.
- B. Related Sections:
  - 1. Section 310513 - Soils for Earthwork: Stockpiling excavated materials.
  - 2. Section 310516 - Aggregates for Earthwork: Stockpiling excavated materials.
  - 3. Section 312213 - Rough Grading: Topsoil and subsoil removal from site surface.
  - 4. Section 312318- Rock Removal: Removal of rock during excavating.
  - 5. Section 312323- Backfill.
  - 6. Section 312317 - Trenching: Excavating for utility trenches.

1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 2. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
  - 3. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
  - 4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- B. Local utility standards when working within 24 inches of utility lines.

PART 2 EXECUTION

2.1 EXCAVATION

- A. Underpin adjacent structures which may be damaged by excavation work.
- B. Excavate subsoil to accommodate building foundations, slabs-on-grade.
- C. Excavate to working elevation for piling work.

- D. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity; perform compaction in accordance with Section 02320 and Section 02324.
- E. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- F. Trim excavation. Remove loose matter.
- G. Notify Architect/Engineer of unexpected subsurface conditions.
- H. Correct areas over excavated with structural fill.
- I. Remove excess and unsuitable material from site.
- J. Repair or replace items indicated to remain damaged by excavation.

## 2.2 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION

## SECTION 31 25 00

### EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

#### PART 1-GENERAL

##### 1.1 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to provide erosion and sediment control for the duration of the construction period including furnishing, installing and maintaining erosion and sediment control structures and procedures and the proper removal when no longer required.
- B. The intent of this specification is to provide guidelines for the Contractor to adhere to all State, Federal, and Local environmental regulations. It is also the intent to provide preventive measures to keep sediment from entering any storm water system, including open channels. It is the Contractor's responsibility to adhere to all State, Federal and Local requirements. While the Owner may require the Contractor to install erosion control devices during construction, this will in no way relieve the Contractor of his responsibility.

##### 1.2 QUALITY ASSURANCE

- A. Comply with applicable requirements of all governing authorities having jurisdiction. The Specifications and the Plans are not represented as being comprehensive, but rather to convey the intent to provide complete slope protection and erosion control for both the Owner's and adjacent property.
- B. Erosion control measures shall be established at the beginning of construction and maintained during the entire length of construction. On-site areas which are subject to severe erosion and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation are to be identified and receive additional erosion control measures as directed by the Owner or the Engineer.
- C. All land-disturbing activities shall be planned and conducted to minimize the size of the area to be exposed at any one time and to minimize the time of exposure.
- D. Surface water runoff originating upgrade of exposed area shall be controlled to reduce erosion and sediment loss during the period of exposure.
- E. When the increase in the peak rates and velocity of storm water runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving ditch or stream, the Contractor shall install measures to control both the velocity and rate of release so as to minimize accelerated erosion and increased sedimentation of the stream as directed by the Owner or the Engineer.
- F. All land-disturbing activities shall be planned and conducted so as to minimize off-site sedimentation damage.
- G. The Contractor shall be responsible for periodically cleaning out and disposing of all sediment once the storage capacity of the drainage feature or structure receiving the sediment is reduced by one-half. The Contractor shall also be responsible for cleaning out and disposing of all sediment at the time of completion of the Work.

### 1.3 SUBMITTALS

- A. Submittals shall be in accordance with Section 013300, SUBMITTALS, and shall include:
  - 1. Manufacturer's Literature: Descriptive data of installation methods and procedures.
  - 2. Certificates: Manufacturer's certification that materials meet specification requirements.

### 1.4 JOB CONDITIONS; CODES AND ORDINANCES

- A. Comply with the local codes and ordinances. If local codes and ordinances require more stringent or additional erosion and sediment control measures during construction, Contractor shall provide such measures.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. STRAW BALES: Straw bales shall weigh a minimum of fifty (50) pounds and shall be at least 30" in length. Bales shall be composed entirely of vegetable matter and be free of seeds. Binding shall be either wire or nylon string, jute or cotton binding is unacceptable. Bales shall be used for not more than three months before being replaced. However, if weather conditions cause biological degradation of the straw bales, they shall be replaced sooner than the three month time period to prevent a loss of structural integrity of the dike.
- B. SILT FENCE: Silt fence fabric shall be a nylon reinforced polypropylene fabric which has a built-in cord running the entire length of the top edge of the fabric. The fabric must meet the following minimum criteria:

|                                       |          |
|---------------------------------------|----------|
| Tensile Strength, ASTM D4632          | 90 lbs., |
| Puncture Rating, ASTM D4833           | 60 lbs., |
| Mullen Burst Rating, ASTM D3786       | 200 psi, |
| Apparent Opening Size, U.S. Sieve No. | 40       |

Silt fence shall be "Enviro Fence" preassembled silt fence, AMXCO Silt Stop prefabricated silt fence, AMOCO Style 2155 preassembled silt fence or approved equal.

- C. SILT FENCE POSTS: A minimum 2" x 2" (nominal) x 54" pressure treated wood posts of Number 2 Grade southern yellow pine or approved equal.
- D. SAND BAG: Sand bag material shall be polypropylene, polyethylene, polyamide or cotton burlap woven fabric, minimum unit weight four (4) ounces per square yard, mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70%. Length shall be 24 to 30 inches, width shall be 16 to 18 inches and thickness shall be six (6) to eight (8) inches and having an approximate weight of 40 pounds. Sand bags shall be filled with coarse grade sand, free from deleterious material. All sand shall pass through a No. 10 sieve.
- E. P.V.C. PIPE: Pipe shall be SDR-35 polyvinyl chloride having a minimum nominal internal diameter of 4". Pipes shall be sized for anticipated flows.

- F. SOIL RETENTION BLANKET: Soil retention blankets shall consist of a geocomposite of excelsior or fiber blanket with an extruded plastic net attached to the tope side. The plastic net shall be photodegradable and the excelsior or fiber blanket shall be made smolder resistant without the use of chemicals. Soil retention blankets shall be high velocity type to resist severe runoff. The soil retention blanket shall be one (1) of the following classes and types:

1. Class 1. "Slope Protection"
  - (a) Type A. Slopes of 3:1 or flatter - Clay soils
  - (b) Type B. Slopes of 3:1 or flatter - Sandy soils
  - (c) Type C. Slopes steeper than 3:1 - Clay soils
  - (d) Type D. Slopes steeper than 3:1 - Sandy soils
2. Class 2. "Flexible Channel Liner"
  - (a) Type E. Short-term duration (Up to 2 Years)  
Shear Stress ( $t_D$ ) < 1.0 lb./sq. ft.
  - (b) Type F. Short-term duration (Up to 2 Years)  
Shear Stress ( $t_d$ ) 1.0 to 2.0 lb./sq. ft.
  - (c) Type G. Long-term duration (Longer than 2 Years)  
Shear Stress ( $t_d$ ) > 2.0 to < 5.0 lb./sq. ft.
  - (d) Type H. Long-term duration (Longer than 2 Years)  
Shear Stress ( $t_d$ ) greater than 0 Equal to 5.0 lb./sq. ft.

The Contractor has the option of selecting an approved soil retention blanket provided that selection conforms to the following list of approved soil retention blankets for slope protection applications:

#### CLASS I. SLOPE PROTECTION

##### TYPE A: Slopes of 3:1 or Flatter-Clay Soils

Airtrol® ANTI-WASH®/GEOJUTE® (Regular)  
Contech Standards®  
Contech Standards Plus®  
Green Triangle Regular®  
Green Triangle Superior®  
GREENSTREAK® PEC MAT  
Curlex®  
North American Green® S150  
North American Green® S75  
North American Green® SC150  
POLYJUTE® 407/GT  
SOIL SAVER®  
TerraJute®  
Verdyol® ERO-MAT®  
Xcel Regular®  
Xcel Superior®

TYPE B: Slopes of 3:1 or Flatter-Sandy Soils

Contech Standards®  
Contech Standards Plus®  
GEOCOIR®/DEKOWE® 700  
Green Triangle Superior®  
Green Triangle Regular®  
North American Green® S75  
North American Green® SC150  
North American Green® S150  
POLYJUTEÔ 407/GT  
TerraJute®  
Verdyol® ERO-MAT®  
Xcel Superior®  
Xcel Regular®

TYPE C: Slopes Steeper than 3:1-Clay Soils

Airtrol®  
ANTI-WASH®/GEOJUTE® (Regular)  
Contech Standards Plus®  
Curlex®  
Green Triangle Superior®  
GREENSTREAK® PEC-MAT  
North American Green® SC150  
North American Green® S150  
POLYJUTEÔ 407/GT  
SOIL SAVER®  
TerraJute®  
Xcel Superior®

TYPE D: Slopes Steeper than 3:1-Sandy Soils

Contech Standards Plus®  
GEOCOIR®/DEKOWE® 700  
Green Triangle Superior®  
North American Green® S150  
North American Green® SC150  
POLYJUTEÔ 407GT  
TerraJute®  
Xcel Superior®

CLASS II: FLEXIBLE CHANNEL LINER PROTECTION

PART 3 - EXECUTION

3.1 INSTALLATION

#### A. TEMPORARY STRAW BALE DIKE

1. Straw bales shall be embedded a minimum of 4" and securely anchored using 2" x 2" wood stakes driven through the bales into the ground a minimum of 6". Straw bales are to be placed directly adjacent to one another leaving no gap between them.
2. Bales shall be placed in a single row, lengthwise on proposed line, with ends of adjacent bales tightly abutting one another. In swales and ditches, the barrier shall extend to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale. Additional bales shall be placed behind the first row where the bales abut each other. The additional bale is used to prevent unfiltered runoff from escaping between the bales.
3. The excavated soil shall be backfilled against the barrier. Backfill shall conform to ground level on the downhill side and shall be built up to 4" above ground level on the uphill side. Loose straw shall be scattered over the area immediately uphill from a straw barrier.

#### B. SILT FENCE

1. The purpose of a silt fence is to intercept and detain water-borne sediment from unprotected areas to a limited extent. The Contractor shall excavate a 6" by 6" trench for site fence bedding along the lower perimeters of the site where necessary to prevent sediment from entering any drainage system. The Contractor shall install the silt fence in accordance with the manufacturer's recommendations and instructions. Silt fence is used during the period of construction near the perimeter of a disturbed area to intercept sediment while allowing water to percolate through. This fence shall remain in place until the disturbed area is permanently stabilized. Silt fence should not be used where there is a concentration of water in a channel or drainage way or where soil conditions prevent a minimum toe-in depth of 6" or installation of support post to depth of 12". Fabric shall overlap at abutting ends a minimum of 3' and shall be jointed such that no leakage or bypass occurs. If concentrated flow occurs after installation, corrective action must be taken such as placing rock berm in the areas of concentrated flow.

#### C. SAND BAG BERM

1. The purpose of a sandbag berm is to intercept sediment-laden water from disturbed areas such as construction in stream beds, create a retention pond, detain sediment and release water in sheet flow.
2. A temporary sand bag berm shall be installed across a channel or right of way in a developing or disturbed area and should be used when the contributing drainage area is greater than 5 acres. The berm shall be a minimum height of 18", measured from the top of the existing ground at the upslope toe to the top of the berm. The berm shall be sized to have a minimum width of 48" measured at the bottom of the berm and 18" measured at the top of the berm.
3. The sand bag berm shall be inspected after each rain. The sand bags shall be reshaped or replaced as needed during inspection. Additional inspections shall be made daily by the responsible party and when the silt reaches 6", the accumulated silt shall be removed and disposed of at an approved site in a manner that will not contribute to additional siltation. The sand bag berm shall be left in place until all upstream areas are stabilized and accumulated silt removed; removal must be done by hand.

#### D. SOIL RETENTION BLANKETS

1. A soil retention blanket (SRB) is a geotextile or biodegradable fabric placed over disturbed areas to limit the effects of erosion due to rainfall impact and runoff across barren soil. Soil retention blankets are manufactured by a wide variety of vendors addressing a wide variety of conditions such as vegetation establishment and high velocity flow. Blankets are used in areas which are difficult to stabilize such as steep slopes, drainage swales or high pedestrian traffic areas.
2. The soil retention blanket, whether installed as slope protection or as flexible channel liner, shall be placed within 24 hours after seeding or sodding operations have been completed, or as approved by the Engineer. Prior to placing the blanket, the area to be covered shall be relatively free of all rocks or clods over 1-1/2" in maximum dimension and all sticks or other foreign material which will prevent the close contact of the blanket with the soil. The area shall be smooth and free of ruts and other depressions. If as a result of rain, the prepared bed becomes crusted or eroded or if any eroded places, ruts or depressions exist for any reason, the Contractor shall be required to rework the soil until it is smooth and to reseed or resod the area at the Contractor's expense.
3. Installation and anchorage of the soil retention blanket shall be in accordance with the manufacturer's recommendations.

#### E. PROTECTION OF BARE AREAS

1. Apply seeding and soil retention blanket to bare areas including new embankment areas, fills, stripped areas, graded areas or otherwise disturbed areas, which have a grade greater than 5% or which will be exposed for more than 30 days.
2. Bare working areas on which it is not practical or desirable to install seeding and soil retention blankets, as determined by the Engineer, such as areas under proposed building slabs, shall be temporarily sloped to drain at a minimum of 0.2% and a maximum of 5% grade. These areas shall then be "trackwalked" with a crawler dozer traveling up and down the slope to form the effect of small "terraces" with the tracks of the dozer. Apply a minimum of three (3) coverages to each area with the dozer tracks.
3. Route runoff from the areas through the appropriate silt fence system.
4. Protect earth spoil areas by "trackwalking" and silt fences.

#### F. INTERCEPTOR SWALE

1. Interceptor swales may have a v-shape or be trapezoidal with a flat bottom and side slopes of 3:1 or flatter. These are used to shorten the length of exposed slope by intercepting runoff and can also serve as perimeter swales preventing off-site runoff from entering the disturbed area or prevent sediment-laden runoff from leaving the construction site or disturbed area. The outflow from a swale must be directed to a stabilized outlet or sediment trapping device. The swales should remain in place until the disturbed area is permanently stabilized.
2. Stone Stabilization shall be used when grades exceed 2% or velocities exceed 6' per second and shall consist of a layer of crushed stone 3" thick, or flexible channel liner soil retention blankets. Stabilization shall extend across the bottom of the swale and up both sides of the channel to minimum height of 3" above the design water surface elevation based on a two year storm.
3. Interceptor swale shall be installed across exposed slopes during construction and should intercept no more than five (5) acres of runoff. Swales shall have a minimum bottom width of 2'-0" and a maximum depth of 1'-6" with side slopes of 3:1 or flatter. Swale must have positive



drainage for its entire length to an outlet. When the slope exceeds 3%, or velocities exceed 4' per second (regardless of slope), stone stabilization is required. Check dams are also recommended to reduce velocities in the swales possibly reducing the amount of stabilization necessary. Swales should be inspected on a weekly basis during wet weather and repairs should be made promptly to maintain a consistent cross section.

4. All trees, brush, stumps, obstructions and other material shall be removed and disposed of so as not to interfere with the proper functioning of the swale.
5. The swale shall be excavated or shaped to line, grade, and cross-section as required to meet criteria specified herein and be free of bank projections or other irregularities which will impede normal flow.
6. All earth removed and not needed in construction shall be disposed of in an approved spoils site so that it will be conveyed to a sediment trapping device.
7. Diverted runoff from a disturbed or exposed upland area shall be conveyed to a sediment trapping device.
8. The on-site location may need to be adjusted to meet field conditions in order to utilize the most suitable outlet.
9. Minimum compaction for the swale shall be 90% standard proctor.

#### G. LOCATION OF EROSION AND SEDIMENT CONTROL STRUCTURES

1. Locate erosion and sediment control structures as required to prevent erosion and removal of sediment from the project site. Silt fences shall be required for disturbed areas and soil stockpiles/spoil areas. Each silt fence installation shall have a minimum net length (exclusive of embedments into diversion dikes or other ineffective areas) of 25'. The runoff from a maximum of one (1) acre of disturbed area or soil stockpile/ spoil area shall be routed through any individual silt fence installation.
2. Install diversion dikes to divert runoff to the silt fence installation.
3. Install silt traps at the inlet (upstream) end of the drainage structures, including open channels, through which runoff from disturbed areas or soil stockpiles/spoil areas may drain.
4. Provide an overall erosion and sediment control system which protects disturbed areas and soil stockpiles/spoil areas. The system shall be modified by the Contractor from time to time to effectively control erosion and sediment during construction.

### 3.2 MAINTENANCE

- A. Maintain erosion and sediment control structures and procedures in full working order at all times during construction. This shall include any necessary repair or replacement of items which have become damaged or ineffective. Remove sediment on a regular basis which accumulates in sediment control devices and place the material in approved earth spoil areas or return the material to the area from which it eroded.
- B. Upon completion of construction, properly remove the temporary erosion and sediment control structures and complete the area as indicated.
- C. Soil retention blankets will not require removal if installed on a finished graded area specified to receive seeding.

### 3.3 FIELD QUALITY CONTROL

- A. In the event of conflict between the requirements and storm water pollution control laws, rules or regulations or other Federal, State or Local agencies, the more restrictive laws, rules or regulations shall apply.

END OF SECTION 312500

SECTION 31 31 16  
TERMITE CONTROL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Soil treatment for termite control.
- B. Related Sections:
  - 1. Section 310513 - Soils for Earthwork: Backfill materials.
  - 2. Section 312316 - Excavation and Fill: Subgrade preparation.
  - 3. Section 033000 - Cast-In-Place Concrete: Slabs on grade and foundations placed over treated soil.

1.2 REFERENCES

- A. Environmental Protection Agency:
  - 1. EPA FIFRA - Federal Insecticide, Fungicide and Rodenticide Act.
- B. National Pest Management Association:
  - 1. NPMA WDO - Wood Destroying Organism Library.

1.3 SUBMITTALS

- A. Product Data: Submit toxicants to be used, composition by percentage, dilution schedule, intended application rate. Include product label information.
- B. Test Reports: Indicate regulatory agency approval reports.
- C. Manufacturer's Application Instructions: Indicate caution requirements and in accordance with current product label of chosen pesticide.
- D. Certify applications followed NPMA WDO for termite control or other regional location guidance.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record moisture content of soil before application, date and rate of application, areas of application, diary of toxicity meter readings and corresponding soil coverage.
- B. Operation and Maintenance Data: Indicate re-treatment schedule.

## 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing the Work of this section and licensed in State of Texas.

## 1.6 SEQUENCING

- A. Section 011000 - Summary: Work sequence.
- B. Apply toxicant immediately prior to installation of vapor barrier under slabs-on-grade in accordance with product label supplemented by the NPCA's ARP for termiticiding or local requirements.

## 1.7 WARRANTY

- A. Warranty: Include coverage for damage and repairs to building and building contents caused by termites. Repair damage. Re-treat where required.

# PART 2 PRODUCTS

## 2.1 MATERIALS

- A. Toxicant Chemical: EPA FIFRA approved; synthetically color dyed to permit visual identification of treated soil.
- B. Diluent: Recommended by toxicant manufacturer.

## 2.2 MIXES

- A. Mix toxicant to manufacturer's instructions.

# PART 3 EXECUTION

## 3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify soil surfaces are unfrozen, sufficiently dry to absorb toxicant, and ready to receive treatment.
- C. Verify final grading and excavation are complete.

### 3.2 APPLICATION

- A. Apply toxicant at locations indicated in Schedule at end of section.
- B. Apply extra treatment to structure penetration surfaces including pipe or ducts, and soil penetrations including grounding rods or posts.
- C. Re-treat disturbed treated soil with same toxicant as original treatment.
- D. When inspection or testing identifies presence of termites, re-treat soil and re-test.

### 3.3 PROTECTION OF FINISHED WORK

- A. Section 017000 - Execution Requirements: Protecting finished Work.
- B. Do not permit soil grading over treated work.

END OF SECTION

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## SECTION 31 63 29

### DRILLED CONCRETE PIERS AND SHAFTS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Machine drilled shaft.
  - 2. Placing shaft liner.
  - 3. Shear rings.
  - 4. Concrete fill.
  - 5. Reinforcement.
- B. Related Sections:
  - 1. Section 032000 - Concrete Reinforcement: Requirements for concrete reinforcement.
  - 2. Section 033000 - Cast-In-Place Concrete.

##### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 336.1 - Reference Specification for the Construction of Drilled Piers.
- B. ADSC - The International Association of Foundation Drilling:
  - 1. ADSC TL-4 - Drilled Shafts: Construction Procedures and Design Methods.
- C. ASTM International:
  - 1. ASTM A252 - Standard Specification for Welded and Seamless Steel Pipe Piles.
  - 2. ASTM D1143 - Standard Test Method for Piles Under Static Axial Compressive Load.
  - 3. ASTM D4380 - Standard Test Method for Density of Bentonitic Slurries.
  - 4. ASTM D4381 - Standard Test Method for Sand Content by Volume of Bentonitic Slurries.

##### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Store and handle controlled slurry materials in accordance with manufacturers instructions.
- C. Mix, store, and transport controlled slurry materials using equipment made for this purpose.

## PART 2 PRODUCTS

### 2.1 DRILLED CONCRETE PIERS AND SHAFTS

- A. Concrete Materials and Mix: Specified in Section 033000.
- B. Reinforcement: Specified in Section 032000.
- C. Equipment: Appropriate to dewater excavated shaft.
- D. Controlled Slurry:
  - 1. Use controlled bentonite or polymer slurry only at locations specified or indicated on Drawings.
  - 2. Bentonite and Polymer Materials: Suitable for intended purpose according to manufacturer.
  - 3. Controlled Slurry Properties:

| Properties                                                                 | Results at 68EF                 | Test Methods                                                      |
|----------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------|
| Density, before concreting, for slurry 1 ft from pier bottom               | 64 pcf max.for polymer slurry   | API 13B,Section 1 (Mud Balance)                                   |
|                                                                            | 85 pcf max for bentonite slurry | ASTM D4380                                                        |
| Marsh funnel viscosity, for entry slurry and pier slurry                   | 26-50 sec/qt                    | API 13B,Section 2 (Marsh Funnel and Cup)                          |
| Sand content by volume, before concreting for slurry 1 ft from pier bottom | 1% max for polymer slurry       | API 13B,Section 4 (Sand Screen Set)                               |
|                                                                            | 25% max for bentonite slurry    | ASTM D4381                                                        |
| pH, during excavation                                                      | 8-12                            | API 13B,Section 6 (Paper test strips or glass-electrode pH meter) |

- 4. Provide physical or chemical treatment of water or slurry necessary to meet specified requirements.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Verify site conditions are ready for Work of this section.



### 3.2 PREPARATION

- A. Use placement method that will not cause damage to nearby structures.
- B. Document existing conditions for existing structures susceptible to damage:
  - 1. Before move, inspect existing structure thoroughly and notify Architect/Engineer in writing of visible defects and factors capable of affecting safe movement of structure to final location.
  - 2. Compile list of existing visible defects to building structure, finishes, and accessories. This list will form basis for determining required repair Work after move.
- C. Notify adjacent and affected land owners and building occupants within 14 days before proceeding with the Work.
- D. Notify utility companies to mark location of existing underground services. Do not begin work of this section until existing underground services are marked.
- E. Provide survey benchmarks and control points before beginning construction of piers.
- F. Protect underground utilities and structures near the Work, from damage.

### 3.3 INSTALLATION

- A. Drill vertical pier shafts to diameters and depths indicated.
- B. Place steel liners immediately after drilling. Set firmly in place. Use shaft liner when free water is encountered.
- C. Clean shaft and bottom of loose material. Maintain shafts free of water.
- D. Allow inspection of shaft and liner prior to placement of reinforcement and concrete.
- E. Provide dowels for connection of caps and grade beams.
- F. Concreting: In accordance with Section 03300 and the following requirements:
  - 1. General:
    - a. Do not place concrete before Architect/Engineer has inspected pier.
    - b. Inspect piers before concreting, to verify loose material within pier has been removed.
    - c. Place concrete immediately after completion of cleaning operation and inspection. When concreting is postponed, repeat cleaning and inspection.
    - d. Place concrete in one continuous operation without cessation from bottom of pier to cut-off elevation to ensure complete homogeneity of concrete throughout pier with no possibilities of cavities, air pockets, honeycombing or cold joints forming in concrete.

- e. Concrete Slump Dry Method: 5 to 6 inches.

### 3.4 DRILLING TOLERANCES

- A. Section 014000 - Quality Requirements Tolerances.
- B. Tolerances for deviations from design position, orientation and elevation:
  - 1. Maximum Deviation from Position at Top of Shaft: 3 inches.
  - 2. Maximum Deviation of Pier Shaft Radius at Bottom of Shaft: Minus 0 inches.
  - 3. Maximum Deviation of Pier Cut-Off Elevations: Plus 1 inch and minus 3 inches.
- C. Furnish corrective design and construction required to accommodate deviations exceeding specified tolerances, including replacement of piers, when necessary.

### 3.5 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Testing and Section inspection services.
- B. Engage licensed surveyor to perform survey work specified in this section, including survey of design and actual pier locations, and plumbness.
- C. Monitor benchmarks and survey control points for displacement during construction. Correct or replace displaced survey controls. Verify previous measurements relying on displaced controls.
- D. Submit survey information as the Work progresses, to expedite construction operations.
- E. Contractor Supervision: Provide supervision of each phase of drilled pier construction. Check each drilled pier or shaft for required depth, clean-up, workmanship, and for tolerance requirements before concrete is placed.
- F. Unacceptable Piers: Piers that fail, are placed out of position, exceed allowable tolerances, have defect inclusions, or are damaged.
- G. Provide additional piers or replace piers failing to conform to specified requirements.

END OF SECTION

## SECTION 32 11 29

### LIME STABILIZED SUBGRADE

#### PART 1 – GENERAL

##### 1.1 Description

- A. Mix and compact lime, water, and subgrade or base (with or without asphaltic concrete pavement) in the roadway.

#### PART 2 – PRODUCTS

##### 2.1 Materials

- A. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Use Tex-100-E for material definitions.
  1. Lime. Furnish lime that meets the requirements of DMS-6350 “Lime and Lime Slurry,” and DMS-6330, “Lime Sources Prequalification of Hydrated Lime.” Use hydrated lime, commercial lime slurry.
  2. Water. Furnish water free of industrial wastes and other objectionable material.
  3. Asphalt. When asphalt or emulsion is permitted for curing purposes, furnish materials that meet the requirements of TxDOT Item 300, “Asphalts, Oils, and Emulsions,” as shown on the plans or as directed.
  4. Mix Design. The Engineer will determine the target lime content and optimum moisture content in accordance with Geotechnical Engineering Report.

##### 2.2 Equipment

- A. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with TxDOT Item 210, “Rolling.” Provide proof rollers in accordance with TxDOT Item 216, “Proof Rolling,” when required.
  1. Storage Facility. Store quicklime and dry hydrated lime in closed, weatherproof containers.
  2. Slurry Equipment. Use slurry tanks equipped with agitation devices to slurry hydrated lime or quicklime on the project or other approved location. The Engineer may approve other slurring methods.

Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with a sampling device in accordance with Tex-600-J, Part I, when using commercial lime slurry.
  3. Pulverization Equipment. Provide pulverization equipment that:
    - cuts and pulverizes material uniformly to the proper depth with cutters that plane to a uniform surface over the entire width of the cut,
    - provides a visible indication of the depth of cut at all times, and
    - uniformly mixes the materials.

## PART 3 - EXECUTION

### 3.1 Construction

- A. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.
1. Preparation of Subgrade for Treatment. Remove existing asphalt concrete pavement when shown on the plans or as directed. Shape existing to conform to typical sections shown on the plans and as directed.
  2. Pulverization. Pulverize or scarify existing material after shaping so that 100% passes a 2-1/2-in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary grade to achieve processing to plan depth.
  3. Application of Lime. Uniformly apply lime using slurry placement as shown on the plans or as directed in Geotechnical Engineering Report. Add lime at the percentage determined in Geotechnical Engineering Report. Apply lime only on an area where mixing can be completed during the same working day.

Start lime application only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend application when weather conditions are unsuitable.

Minimize dust and scattering of lime by wind. Do not apply lime when wind conditions, cause blowing lime to become dangerous to traffic or objectionable to adjacent property owners.

- a. Dry Placement. Before applying lime, bring the prepared roadway to approximately optimum moisture content. When necessary, sprinkle. Distribute the required quantity of hydrated lime or pebble grade quicklime with approved equipment. Only hydrated lime may be distributed by bag. Do not use a motor grader to spread hydrated lime.
  - b. Slurry Placement. Provide slurry free of objectionable materials, at or above the approved minimum dry solids content, and with a uniform consistency that will allow ease of handling and uniform application. Deliver commercial lime slurry to the jobsite or prepare lime slurry at the jobsite or other approved location by using hydrated lime or quicklime, as specified.

Distribute slurry uniformly by making successive passes over a measured section of roadway until the specified lime content is reached. Uniformly spread the residue from quicklime slurry over the length of the roadway being processed, unless otherwise directed.
4. Mixing. Begin mixing within 6 hours of application of lime. Hydrated lime exposed to the open air for 6 hours or more between application and mixing, or that experiences excessive loss due to washing or blowing, will not be accepted for payment.

Thoroughly mix the material and lime using approved equipment. Allow the mixture to mellow for 1 to 4 days, as directed. When pebble grade quicklime is used, allow the mixture to mellow for 2 to 4 days, as directed. Sprinkle the treated materials during the mixing and mellowing operation, as directed, to achieve adequate hydration and proper moisture content. After mellowing, resume mixing until a homogeneous, friable mixture is obtained.

After mixing, sample the mixture at roadway moisture and test in accordance with Tex-101-E, Part III, to determine compliance with the gradation requirements in Table 1.

Table 1  
Gradation Requirements (Minimum % Passing)

| Sieve Size | Base | Subgrade |
|------------|------|----------|
| 1-3/4 in.  | 100  | 100      |
| 3/4 in.    | 85   | 85       |
| No. 4      | —    | 60       |

5. Compaction. Compact the mixture using density control, unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the treated material. Determine the moisture content of the mixture at the beginning and during compaction in accordance with Tex-103-E.

Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least one-half the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 MPH, as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met.

- a. Ordinary Compaction. Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompact.
  - b. Density Control. The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.
    - i. Subgrade. Compact to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.
6. Reworking a Section. When a section is reworked within 72 hours after completion of compaction, rework the section to provide the required density. When a section is reworked more than 72 hr. after completion of compaction, add additional lime at 25% of the percentage determined by Geotechnical Engineering Report. Reworking includes loosening, adding material or removing unacceptable material if necessary, mixing as directed, compacting, and finishing. When density control is specified, determine a new maximum density of the reworked material in accordance with Tex-121-E, and compact to at least 95% of this density.
7. Finishing. Immediately after completing compaction of the final course, clip, skin, or tight-blade the surface of the lime-treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of at an approved location. Roll the clipped surface immediately with a pneumatic tire roller until a smooth surface is attained. Add small amounts of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades shown on the plans or as directed.  
Finish grade of constructed subgrade in accordance with plans.
8. Curing. Cure for the minimum number of days shown in Table 2 by sprinkling or by applying an asphalt material at a rate of 0.05 to 0.20 gal. per square yard as directed. Maintain moisture during curing. Upon completion of curing, maintain the moisture content in accordance with TxDOT Article 132.3.E, "Maintenance of Moisture and Reworking" for subgrade and TxDOT Article 247.4.E, "Curing" for bases prior to placing subsequent courses. Do not allow equipment

on the finished course during curing except as required for sprinkling, unless otherwise approved. Apply seals or additional courses within 14 calendar days of final compaction.

Table 2  
Minimum Curing Requirements Before Placing Subsequent Courses<sup>1</sup>

| Untreated Material | Curing (Days) |
|--------------------|---------------|
| PI ≤ 35            | 2             |
| PI > 35            | 5             |

1. Subject to the approval of the Geotechnical Engineer. Proof rolling may be required as an indicator of adequate curing.

END OF SECTION 321129

## SECTION 321216

### DENSE-GRADED HOT-MIX ASPHALT (METHOD)

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION:

- A. Construct a pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of all material sources. Notify the Engineer before changing any material source or formulation. When the Contractor makes a source or formulation change, the Engineer will verify that the requirements of this Item are met and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify compliance.
- B. Aggregate. Furnish aggregates from sources that conform to the requirements shown in Table 1, and as specified in this Section, unless otherwise shown on the plans. Provide aggregate stockpiles that meet the definition in this Section for either coarse aggregate or fine aggregate. When reclaimed asphalt pavement (RAP) is allowed by plan note, provide RAP stockpiles in accordance with this Section. Aggregate from RAP is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply mechanically crushed gravel or stone aggregates that meet the definitions in Tex-100-E. The Engineer will designate the plant or the quarry as the sampling location. Samples must be from materials produced for the project. The Engineer will establish the surface aggregate classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II. Do not add material to an approved stockpile from sources that do not meet the aggregate quality requirements of the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) unless otherwise approved.
  1. Coarse Aggregate. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Provide aggregates from sources listed in the BRSQC. Provide aggregate from nonlisted sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for nonlisted sources.  
Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes, unless otherwise

shown on the plans. The SAC for sources on the Department's AQMP is listed in the BRSQC.

Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate in order to meet requirements for Class A materials. When blending Class A and B aggregates to meet a Class A requirement, ensure that at least 50% by weight of the material retained on the No. 4 sieve comes from the Class A aggregate source. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. When blending, do not use Class C or D aggregates. For blending purposes, coarse aggregate from RAP will be considered as Class B aggregate.

2. RAP. RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2-in. sieve.

RAP from either Contractor- or Department-owned sources, including RAP generated during the project, is permitted only when shown on the plans. Department-owned RAP, if allowed for use, will be available at the location shown on the plans. When RAP is used, determine asphalt content and gradation for mixture design purposes. Perform other tests on RAP when shown on the plans.

When RAP is allowed by plan note, use no more than 30% RAP in Type A or B mixtures unless otherwise shown on the plans. For all other mixtures, use no more than 20% RAP unless otherwise shown on the plans.

Do not use RAP contaminated with dirt or other objectionable materials. Do not use the RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with the laboratory method given in Tex-406-A, Part I. Determine the plasticity index using Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

3. Fine Aggregate. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. At most 15% of the total aggregate may be field sand or other uncrushed fine aggregate. With the exception of field sand, use fine aggregate from coarse aggregate sources that meet the requirements shown in Table 1, unless otherwise approved. If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1 for coarse aggregate angularity (Tex-460-A) and flat and elongated particles (Tex-280-F).



**Table 1**  
**Aggregate Quality Requirements**

| Property                                             | Test Method        | Requirement       |
|------------------------------------------------------|--------------------|-------------------|
| <b>Coarse Aggregate</b>                              |                    |                   |
| SAC                                                  | AQMP               | As shown on plans |
| Deleterious material, %, max                         | Tex-217-F, Part I  | 1.5               |
| Decantation, %, max                                  | Tex-217-F, Part II | 1.5               |
| Micro-Deval abrasion, %, max                         | Tex-461-A          | Note 1            |
| Los Angeles abrasion, %, max                         | Tex-410-A          | 40                |
| Magnesium sulfate soundness, 5 cycles, %, max        | Tex-411-A          | 30 <sup>2</sup>   |
| Coarse aggregate angularity, 2 crushed faces, %, min | Tex 460-A, Part I  | 85 <sup>3</sup>   |
| Flat and elongated particles @ 5:1, %, max           | Tex-280-F          | 10                |
| <b>Fine Aggregate</b>                                |                    |                   |
| Linear shrinkage, %, max                             | Tex-107-E          | 3                 |
| <b>Combined Aggregate<sup>4</sup></b>                |                    |                   |
| Sand equivalent, %, min                              | Tex-203-F          | 45                |

1. Not used for acceptance purposes. Used by the Engineer as an indicator of the need for further investigation.
2. Unless otherwise shown on the plans.
3. Unless otherwise shown on the plans. Only applies to crushed gravel.
4. Aggregates, without mineral filler, RAP, or additives, combined as used in the job-mix formula (JMF).

**Table 2**  
**Gradation Requirements for Fine Aggregate**

| Sieve Size | % Passing by Weight or Volume |
|------------|-------------------------------|
| 3/8"       | 100                           |
| #8         | 70–100                        |
| #200       | 0–30                          |

- C. Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 2% hydrated lime or cement, unless otherwise shown on the plans. The plans may require or disallow specific mineral fillers. When used, provide mineral filler that:
- is sufficiently dry, free-flowing, and free from clumps and foreign matter;
  - does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
  - meets the gradation requirements in Table 3:

**Table 3**  
**Gradation Requirements for Mineral Filler**

| <b>Sieve Size</b> | <b>% Passing by Weight or Volume</b> |
|-------------------|--------------------------------------|
| #8                | 100                                  |
| #200              | 55–100                               |

- D. Baghouse Fines. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.
- E. Asphalt Binder. Furnish the type and grade of performance-graded (PG) asphalt binder specified on the plans in accordance with Section 300.2.J, “Performance-Graded Binders.”
- F. Tack Coat. Unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, “Asphalts, Oils, and Emulsions.” Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. If required, verify that emulsified asphalt proposed for use meets the minimum residual asphalt percentage specified in Item 300, “Asphalts, Oils, and Emulsions.” The Engineer will obtain at least 1 sample of the tack coat binder per project and test it to verify compliance with Item 300. The Engineer will obtain the sample from the asphalt distributor immediately before use.
- G. Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. If lime or a liquid antistripping agent is used, add in accordance with Item 301, “Asphalt Antistripping Agents.” Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

## 2.2 EQUIPMENT

- A. Provide required or necessary equipment in accordance with Item 320, “Equipment for Asphalt Concrete Pavement.”

## PART 3 - EXECUTION

### 3.1 CONSTRUCTION

- A. Design, produce, store, transport, place, and compact the specified paving mixture in accordance with the requirements of this Item. Unless otherwise shown on the plans, provide the mix design. The Department will perform quality assurance (QA) testing. Provide quality control (QC) testing as needed to meet the requirements of this Item.
- B. Mixture Design:

1. Design Requirements. Use a Level II specialist certified by a Department-approved hot-mix asphalt certification program to develop the mixture design. Have the Level II specialist sign the design documents. Unless otherwise shown on the plans, use the typical weight design example given in Tex-204-F, Part I, to design a mixture meeting the requirements listed in Tables 1 through 6. Use an approved laboratory to perform the Hamburg Wheel test and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Construction Division maintains a list of approved laboratories. Furnish the Engineer with representative samples of all materials used in the mixture design. The Engineer will verify the mixture design. If the design cannot be verified by the Engineer, furnish another mixture design. The Contractor may submit a new mixture design at any time during the project. The Engineer will approve all mixture designs before the Contractor can begin production. Provide the Engineer with a mixture design report using Department-provided software. Include the following items in the report:
  - the combined aggregate gradation, source, specific gravity, and percent of each material used;
  - results of all applicable tests;
  - the mixing and molding temperatures;
  - the signature of the Level II person or persons who performed the design;
  - the date the mixture design was performed; and

- a unique identification number for the mixture design.

**Table 4**  
**Master Gradation Bands (% Passing by Weight or Volume)**  
**and Volumetric Properties**

| <b>Sieve Size</b>                        | <b>A<br/>Coarse<br/>Base</b> | <b>B<br/>Fine<br/>Base</b> | <b>C<br/>Coarse<br/>Surface</b> | <b>D<br/>Fine<br/>Surface</b> | <b>F<br/>Fine<br/>Mixture</b> |
|------------------------------------------|------------------------------|----------------------------|---------------------------------|-------------------------------|-------------------------------|
| 1-1/2"                                   | 98.0–100.0                   | –                          | –                               | –                             | –                             |
| 1"                                       | 78.0–94.0                    | 98.0–100.0                 | –                               | –                             | –                             |
| 3/4"                                     | 64.0–85.0                    | 84.0–98.0                  | 95.0–100.0                      | –                             | –                             |
| 1/2"                                     | 50.0–70.0                    | –                          | –                               | 98.0–100.0                    | –                             |
| 3/8"                                     | –                            | 60.0–80.0                  | 70.0–85.0                       | 85.0–100.0                    | 98.0–100.0                    |
| #4                                       | 30.0–50.0                    | 40.0–60.0                  | 43.0–63.0                       | 50.0–70.0                     | 80.0–86.0                     |
| #8                                       | 22.0–36.0                    | 29.0–43.0                  | 32.0–44.0                       | 35.0–46.0                     | 38.0–48.0                     |
| #30                                      | 8.0–23.0                     | 13.0–28.0                  | 14.0–28.0                       | 15.0–29.0                     | 12.0–27.0                     |
| #50                                      | 3.0–19.0                     | 6.0–20.0                   | 7.0–21.0                        | 7.0–20.0                      | 6.0–19.0                      |
| #200                                     | 2.0–7.0                      | 2.0–7.0                    | 2.0–7.0                         | 2.0–7.0                       | 2.0–7.0                       |
| <b>Design VMA<sup>1</sup>, % Minimum</b> |                              |                            |                                 |                               |                               |
| –                                        | 12.0                         | 13.0                       | 14.0                            | 15.0                          | 16.0                          |
| <b>Plant-Produced VMA, % Minimum</b>     |                              |                            |                                 |                               |                               |
| –                                        | 11.0                         | 12.0                       | 13.0                            | 14.0                          | 15.0                          |

1. Voids in Mineral Aggregates.

**Table 5**  
**Laboratory Mixture Design Properties**

---

| Property                                                | Test Method | Requirement         |
|---------------------------------------------------------|-------------|---------------------|
| Target laboratory-molded density, %                     | Tex-207-F   | 96.0 <sup>1</sup>   |
| Tensile strength (dry), psi (molded to 93% ±1% density) | Tex-226-F   | 85–200 <sup>2</sup> |
| Boil test <sup>3</sup>                                  | Tex-530-C   | —                   |

1. Unless otherwise shown on the plans.

2. May exceed 200 psi when approved and may be waived when approved.

3. Used to establish baseline for comparison to production results. May be waived when approved.

**Table 6**  
**Hamburg Wheel Test Requirements<sup>1</sup>**

| High-Temperature Binder Grade | Minimum # of Passes <sup>2</sup><br>@ 0.5" Rut Depth, Tested @<br>122°F |
|-------------------------------|-------------------------------------------------------------------------|
| PG 64 or lower                | 10,000                                                                  |
| PG 70                         | 15,000                                                                  |
| PG 76 or higher               | 20,000                                                                  |

1. Tested in accordance with Tex-242-F.

2. May be decreased or waived when shown on the plans.

- C. Job-Mix Formula Approval. The job-mix formula (JMF) is the combined aggregate gradation and target asphalt percentage used to establish target values for mixture production. JMF is the original laboratory mixture design used to produce the trial batch. The Engineer and the Contractor will verify JMF based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF. If the JMF is not verified by the Engineer from the trial batch, adjust the JMF or redesign the mix and produce as many trial batches as necessary to verify the JMF.

Provide the Engineer with split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven using Tex-236-F.

The Engineer will use a Texas gyratory compactor calibrated in accordance with Tex-914-F in molding production samples.

The Engineer will perform Tex-530-C and retain the tested sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

- D. JMF Field Adjustments. Produce a mixture of uniform composition closely conforming to the approved JMF.  
If, during initial days of production, the Contractor or Engineer determines that adjustments to the JMF are necessary to achieve the specified requirements, or to more nearly match the

aggregate production, the Engineer may allow adjustment of the JMF within the tolerances of Table 7 without a laboratory redesign of the mixture.

The Engineer will adjust the asphalt content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

**Table 7  
Operational Tolerances**

| <b>Description</b>                                                    | <b>Test Method</b>        | <b>Allowable Difference from JMF Target</b> |
|-----------------------------------------------------------------------|---------------------------|---------------------------------------------|
| Individual % retained for #8 sieve and larger                         | Tex-200-F or<br>Tex-236-F | ±5.0 <sup>1</sup>                           |
| Individual % retained for sieves smaller than #8 and larger than #200 |                           | ±3.0 <sup>1</sup>                           |
| % passing the #200 sieve                                              |                           | ±2.0 <sup>1</sup>                           |
| Asphalt content, %                                                    | Tex-236-F                 | ±0.3 <sup>1</sup>                           |
| Laboratory-molded density, %                                          | Tex-207-F                 | ±1.0                                        |
| VMA, %, min                                                           | F                         | Note 2                                      |

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the percent passing the #200 sieve will be considered out of tolerance when outside the master grading limits.

2. Test and verify that Table 4 requirements are met.

- E. Production Operations. Perform a new trial batch when the plant or plant location is changed. The Engineer may suspend production for noncompliance with this Item. Take corrective action and obtain approval to proceed after any production suspension for noncompliance.

1. Operational Tolerances. During production, do not exceed the operational tolerances in Table 7. Stop production if testing indicates tolerances are exceeded on:

- 3 consecutive tests on any individual sieve,
- 4 consecutive tests on any of the sieves, or
- 2 consecutive tests on asphalt content.

Begin production only when test results or other information indicate, to the satisfaction of the Engineer, that the next mixture produced will be within Table 7 tolerances.

2. Storage and Heating of Materials. Do not heat the asphalt binder above the temperatures specified in Item 300, “Asphalts, Oils, and Emulsions” or outside the manufacturer’s recommended values. On a daily basis, provide the Engineer with the records of asphalt binder and hot-mix asphalt discharge temperatures in accordance with Item 320, “Equipment for Asphalt Concrete Pavement.” Unless otherwise approved, do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr.

3. Mixing and Discharge of Materials. Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in

the truck before shipping to ensure that it does not exceed 350°F. The Department will not pay for or allow placement of any mixture produced at more than 350°F. Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant.

- F. Hauling Operations. Before use, clean all truck beds to ensure mixture is not contaminated. When a release agent is necessary to coat truck beds, use a release agent on the approved list maintained by the Construction Division.
- G. Placement Operations. Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot mix by at least 6 in. Place mixture so longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly. Place mixture within the compacted lift thickness shown in Table 8, unless otherwise shown on the plans or allowed.

**Table 8**  
**Compacted Lift Thickness and Required Core Height**

| Mixture Type | Compacted Lift Thickness |                  |
|--------------|--------------------------|------------------|
|              | Minimum<br>(in.)         | Maximum<br>(in.) |
| A            | 3.00                     | 6.00             |
| B            | 2.50                     | 5.00             |
| C            | 2.00                     | 4.00             |
| D            | 1.50                     | 3.00             |
| F            | 1.25                     | 2.50             |

- 1. Weather Conditions. Place mixture when the roadway surface temperature is 60°F or higher unless otherwise approved. Measure the roadway surface temperature with a handheld infrared thermometer. Unless otherwise shown on the plans, place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable in the opinion of the Engineer.
- 2. Tack Coat. Clean the surface before placing the tack coat. Unless otherwise approved, apply tack coat uniformly at the rate directed by the Engineer. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller when directed. The Engineer may use Tex-243-F to verify that the tack coat has adequate adhesive properties. The Engineer may suspend paving operations until there is adequate adhesion.

#### H. Lay-Down Operations.

- 1. Minimum Mixture Placement Temperatures. Use Table 9 for suggested minimum mixture placement temperatures.

2. Windrow Operations. When hot mix is placed in windrows, operate windrow pickup equipment so that substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

**Table 9**  
**Suggested Minimum Mixture Placement Temperature**

| <b>High-Temperature Binder Grade</b> | <b>Minimum Placement Temperature (Before Entering Paver)</b> |
|--------------------------------------|--------------------------------------------------------------|
| PG 64 or lower                       | 260°F                                                        |
| PG 70                                | 270°F                                                        |
| PG 76                                | 280°F                                                        |
| PG 82 or higher                      | 290°F                                                        |

- I. Compaction. Use air void control unless ordinary compaction control is specified on the plans. Avoid displacement of the mixture. If displacement occurs, correct to the satisfaction of the Engineer. Ensure pavement is fully compacted before allowing rollers to stand on the pavement. Unless otherwise directed, use only water or an approved release agent on rollers, tamps, and other compaction equipment. Keep diesel, gasoline, oil, grease, and other foreign matter off the mixture. Unless otherwise directed, operate vibratory rollers in static mode when not compacting, when changing directions, or when the plan depth of the pavement mat is less than 1-1/2 in. Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with the rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.
- Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. When directed, sprinkle the finished mat with water or limewater to expedite opening the roadway to traffic.
1. Air Void Control. Compact dense-graded hot-mix asphalt to contain from 5% to 9% in-place air voids. Do not increase the asphalt content of the mixture to reduce pavement air voids.
- a. Rollers. Furnish the type, size, and number of rollers required for compaction, as approved. Use a pneumatic-tire roller to seal the surface, unless otherwise shown on the plans. Use additional rollers as required to remove any roller marks.
- b. Air Void Determination. Unless otherwise shown on the plans, obtain 2 roadway specimens at each location selected by the Engineer for in-place air void determination. The Engineer will measure air voids in accordance with Tex-207-F and Tex-227-F. Before drying to a constant weight, cores may be predried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the average air void content of the 2 cores to calculate the in-place air voids at the selected location.
- c. Air Voids Out of Range. If the in-place air void content in the compacted mixture is below 5% or greater than 9%, change the production and placement operations to bring the in-place air void content within requirements. The Engineer may suspend production until the in-place air void content is brought to the required level, and may require a test section as described in Section 340.4.H.1.d, "Test Section."



- d. Test Section. Construct a test section of 1 lane-width and at most 0.2 mi. in length to demonstrate that compaction to between 5% and 9% in-place air voids can be obtained. Continue this procedure until a test section with 5% to 9% in-place air voids can be produced. The Engineer will allow only 2 test sections per day. When a test section producing satisfactory in-place air void content is placed, resume full production.
2. Ordinary Compaction Control. Furnish the type, size, and number of rollers required for compaction, as approved. Furnish at least 1 medium pneumatic-tire roller (minimum 12-ton weight). Use the control strip method given in Tex-207-F, Part IV, to establish rolling patterns that achieve maximum compaction. Follow the selected rolling pattern unless changes that affect compaction occur in the mixture or placement conditions. When such changes occur, establish a new rolling pattern. Compact the pavement to meet the requirements of the plans and specifications.
- When rolling with the 3-wheel, tandem or vibratory rollers, start by first rolling the joint with the adjacent pavement and then continue by rolling longitudinally at the sides. Proceed toward the center of the pavement, overlapping on successive trips by at least 1 ft., unless otherwise directed. Make alternate trips of the roller slightly different in length. On superelevated curves, begin rolling at the low side and progress toward the high side unless otherwise directed.
- J. Irregularities. Immediately take corrective action if surface irregularities, including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, color, texture, roller marks, tears, gouges, streaks, or uncoated aggregate particles, are detected. The Engineer may suspend production or placement operations until the problem is corrected.
- At the expense of the Contractor and to the satisfaction of the Engineer, remove and replace any mixture that does not bond to the existing pavement or that has other surface irregularities identified above.
- K. Ride Quality. Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

END OF SECTION 321216

## SECTION 321220

### PAVING REPAIR AND RESURFACING

#### PART - GENERAL

##### 1.1 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to repair and resurface pavement. This section shall govern for the repair or replacement of pavement or other improved surfaces damaged or destroyed in performing the construction of water and sewer lines. Construction of such projects below pavement subgrade is covered by Section 312200 TRENCH, EXCAVATION, BACKFILL, AND COMPACTION.

##### 1.2 SUBMITTALS

- A. Submittals shall be in accordance with Section 013330, SUBMITTALS and shall include:
  - 1. Proposed material list and sources
  - 2. Experience record of proposed paving subcontractor

##### 1.3 STANDARDS

- A. The applicable provisions of the following standards shall apply as if written here in their entirety:
  - 1. Texas Department of Transportation (TxDOT), Standard Specifications for Construction of Highways, Streets, and Bridges, latest edition.

##### 1.4 JOB CONDITIONS

- A. Do not place materials when, in the opinion of the Engineer, weather conditions are unsuitable. Do not place concrete when the temperature is 40 degrees F and falling. Concrete may be placed when temperature is above 35 degrees F and rising. Do not place asphalt or asphaltic concrete when the temperature is below 50 degrees F and falling. Asphalt or asphaltic concrete may be placed when temperature is above 40 degrees F and rising.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

###### A. CONCRETE PAVEMENT

- 1. CONCRETE: 3,500 psi.
- 2. REINFORCING STEEL: Of the same size and spacing as in the existing concrete pavement unless otherwise indicated. New billet steel, deformed bars, conforming to ASTM A615, Grade 60.

## B. ASPHALT PAVEMENT

1. HOT MIX ASPHALTIC CONCRETE
  - a. HMAC Surface Course: Conforming to TxDOT Standard Specifications, Item 340, Type D.
  - b. Asphaltic Materials Used in the Mix: Conforming to TxDOT Standard Specifications, Item 300. The grade of asphalt shall be AC-20. Other grades of asphalt will be considered if weather conditions or mix design appear to warrant a change.
  - c. AGGREGATE: Conforming to TxDOT Standard Specification, Item 340.2.
  - d. PRIME COAT: Conforming to TxDOT Standard Specifications, Item 300, Grade MC-30, or an appropriate asphalt emulsion.
  - e. TACK COAT: Cut-back asphalt RC-2 or MC-2 conforming to ASTM D598, unless otherwise approved by the Engineer.
2. TWO-COURSE SURFACE TREATMENT: Conforming to TxDOT Standard Specifications, Item 316. Asphaltic materials shall conform to TxDOT Standard Specifications, Item 300, AC-10 for hot weather and AC-5 for cooler weather. Aggregates shall conform to TxDOT Standard Specifications, Item 302. First course shall be Grade 1 and second course shall be Grade 2.
3. FLEXIBLE BASE: Of the depth and to the extent shown on the plans. Unless otherwise shown on plans, flexible base shall be one (1) or more of the following listed options:
  - a. Flexible Base Material: Conforming to TxDOT Standard Specifications, Item 247, Type A, B, C, or D, Grade 1 or Grade 2.
  - b. Full Depth Asphaltic Concrete: Conforming to TxDOT Standard Specifications, Item 340, Type A, B, or C.

## PART 3 - EXECUTION

### 3.1 PREPARATION

#### A. CONCRETE PAVEMENT

Cut pavement in parallel straight lines a minimum of 1' outside trench walls on each side to permit pavement removal before trench excavation. Make cuts by sawing partial pavement depth to avoid cutting reinforcing steel. After concrete pavement is broken up and removed, cut off existing reinforcing steel to provide a minimum of 30 bar diameters lap with new reinforcing steel on each side and bent back to clear the trench for excavation and pipe laying.

#### B. ASPHALT PAVEMENT

Cut paved surface in parallel straight lines outside trench walls prior to trench excavation. Before pavement replacement has begun, make additional straight line cuts and remove pavement a minimum of 1' outside trench walls.

#### C. SUBGRADE

The subgrade, including granular trench backfill, shall be approved by the Engineer before any base

or pavement surface is replaced. Moisten, reshape, and re-compact subgrade as necessary to receive the base material.

### 3.2 INSTALLATION

#### A. CONCRETE PAVEMENT REPLACEMENT

1. Install reinforcing steel on the approved subgrade and securely tie in place. Bend down existing reinforcing into proper position and securely tie each bar to new reinforcing bars. Support and tie reinforcing to steel bar chairs or other suitable supporting devices. New reinforcement shall be of equal size and spacing to existing steel, unless otherwise indicated. Install substantial forms to proper grade at pavement edges.
2. Rapidly deposit concrete on the subgrade in successive batches and distribute to the required depth and for the entire width of the pavement by shoveling or other approved methods. Do not use rakes in handling concrete. The placing operation shall be continuous. Level the concrete, as soon as placed, and then struck off and screed to such elevation above grade that when consolidated and finished the surface of the pavement shall be at the proper elevation. Tamp the entire surface and consolidate the concrete so as to insure maximum compaction and a minimum of voids.
3. After final floating and while the concrete is still workable, finish the surface to provide a uniform surface of gritty texture by brooming, use of belting, burlap drags or other approved methods.
4. Cure the concrete with an approved curing compound or other approved means. Concrete pavement shall not be opened to traffic until it has gained sufficient strength to withstand traffic without damage unless approved protective devices are provided. Concrete pavement at an age of seven (7) days or a strength of 2,000 psi may be opened to traffic.

#### B. FLEXIBLE BASE

1. Where the base course exceeds 6" in thickness, construct the flexible base in two (2) or more courses of equal thickness. Wet, manipulate, and compact material to 95% maximum density as determined by ASTM D698. Where deemed necessary by the Engineer, apply a uniform application of prime coat asphaltic material to the surface of the prepared subgrade, applied at a rate of not less than 0.30 gallon per square yard of surface.
2. Where plant mix asphalt material is used for base, construction shall be in accordance with TxDOT Standard Specifications, Item 351, as applicable to small areas.

#### C. ASPHALT PAVEMENT REPLACEMENT

1. HOT MIX ASPHALTIC CONCRETE: Apply prime coat to base or tack coat base as indicated. Coat contact surfaces of pavement edges and structures with asphalt before any pavement is placed. Do not place pavement until the Engineer has approved the base. Hauling or transporting of the material to the project site, placing, compaction, and shaping shall be in accordance with TxDOT Standard Specification Item 340.6 as applicable for small areas. After final compaction of the pavement, no vehicular traffic of any kind shall be permitted until the pavement has cooled and hardened for at least six (6) hours. Smooth the finished surface course, upon completion of final rolling true to grade and cross section. Immediately correct low or defective areas by cutting out the faulty areas and replacing with fresh, hot mixture. Compact

the area to conform to the remainder of the pavement.

2. TWO-COURSE ASPHALT SURFACE TREATMENT: On the approved surface of the finished base, asphalt at the rate of 0.20 to 0.30 gallons per square yard shall be applied by an approved distributor so operated to result in a uniform, proper distribution at the correct temperature. Immediately cover the surface with No. 1 aggregate, distribute at a rate of one cubic yard per 80 square yards, broom as necessary for uniform distribution, and roll with a flat wheel roller of ample weight. Make a second application of asphalt in the manner specified for the first application, at a rate of 0.30 to 0.40 gallon per square yard. Make the second application with No. 2 aggregate at a rate of one cubic yard per 110 square yards and process as specified for the first application. After the work has been completed, there should be a slight excess of aggregate on the surface.

#### D. OTHER IMPROVED SURFACES

Where water, storm drains, or sewer lines to be constructed traverse or cross through gravel surfaced public roads or shoulders, or private dirt or gravel driveways or parking areas, replace the surface with a quality material, workmanship and at a thickness at least equal to the existing surfaces.

END OF SECTION 321220

SECTION 321260

ASPHALTS, OILS AND EMULSIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide asphalt cements, cutback and emulsified asphalts, performance-graded asphalt binders, and other miscellaneous asphalt materials as specified on the plans.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Provide asphalt materials that meet the stated requirements when tested in accordance with the referenced Department, AASHTO, and ASTM test methods. Refer to the Material Inspection Guide (maintained by the Construction Division), Section 11. "Asphalt Inspection, Quality Control and Quality Assurance," for sampling and testing requirements. Acronyms used in this Item are defined in Table 1.

**Table 1**  
**Acronyms**

| <b>Acronym</b>                | <b>Definition</b>                                                            |
|-------------------------------|------------------------------------------------------------------------------|
| Test Procedure Designations   |                                                                              |
| Tex                           | Department                                                                   |
| T or R                        | AASHTO                                                                       |
| D                             | ASTM                                                                         |
| Polymer Modifier Designations |                                                                              |
| P                             | polymer-modified                                                             |
| SBR or L                      | styrene-butadiene rubber (latex)                                             |
| SBS                           | styrene-butadiene-styrene block co-polymer                                   |
| TR                            | tire rubber (from ambient temperature grinding of truck and passenger tires) |
| AC                            | asphalt cement                                                               |
| AE                            | asphalt emulsion                                                             |
| AE-P                          | asphalt emulsion prime                                                       |
| A-R                           | asphalt-rubber                                                               |
| C                             | cationic                                                                     |
| EAP&T                         | emulsified asphalt prime and tack                                            |
| H-suffix                      | harder residue (lower penetration)                                           |
| HF                            | high float                                                                   |
| MC                            | medium-curing                                                                |

**Table 1 (continued)****Acronyms**

| <b>Acronym</b> | <b>Definition</b>                |
|----------------|----------------------------------|
| MS             | medium-setting                   |
| PCE            | prime, cure, and erosion control |
| PG             | performance grade                |
| RC             | rapid-curing                     |
| RS             | rapid-setting                    |
| S-suffix       | stockpile usage                  |
| SCM            | special cutback material         |
| SS             | slow-setting                     |

- A. Asphalt Cement. Asphalt cement must be homogeneous, water-free, and nonfoaming when heated to 347°F, and must meet Table 2 requirements.

**Table 2**  
**Asphalt Cement**

| <b>Property</b>                               | <b>Test Procedure</b> | <b>Viscosity Grade</b> |            |               |            |             |            |             |            |              |            |
|-----------------------------------------------|-----------------------|------------------------|------------|---------------|------------|-------------|------------|-------------|------------|--------------|------------|
|                                               |                       | <b>AC-0.6</b>          |            | <b>AC-1.5</b> |            | <b>AC-3</b> |            | <b>AC-5</b> |            | <b>AC-10</b> |            |
|                                               |                       | <b>Min</b>             | <b>Max</b> | <b>Min</b>    | <b>Max</b> | <b>Min</b>  | <b>Max</b> | <b>Min</b>  | <b>Max</b> | <b>Min</b>   | <b>Max</b> |
| Viscosity<br>140°F, poise                     | T 202                 | 40                     | 80         | 100           | 200        | 250         | 350        | 400         | 600        | 800          | 1,200      |
| 275°F, poise                                  |                       | 0.4                    | —          | 0.7           | —          | 1.1         | —          | 1.4         | —          | 1.9          | —          |
| Penetration, 77°F, 100g,<br>5 sec.            | T 49                  | 350                    | —          | 250           | —          | 210         | —          | 135         | —          | 85           | —          |
| Flash point, C.O.C., °F                       | T 48                  | 425                    | —          | 425           | —          | 425         | —          | 425         | —          | 450          | —          |
| Solubility in<br>trichloroethylene, %         | T 44                  | 99.0                   | —          | 99.0          | —          | 99.0        | —          | 99.0        | —          | 99.0         | —          |
| Spot test                                     | Tex-509-C             | Neg.                   |            | Neg.          |            | Neg.        |            | Neg.        |            | Neg.         |            |
| Tests on residue from<br>Thin-Film Oven Test: | T 179                 |                        |            |               |            |             |            |             |            |              |            |
| Viscosity, 140°F, poise                       | T 202                 | —                      | 180        | —             | 450        | —           | 900        | —           | 1,500      | —            | 3,000      |
| Ductility <sup>1</sup> , 77°F                 | T 51                  | 100                    | —          | 100           | —          | 100         | —          | 100         | —          | 100          | —          |
| 5 cm/min., cm                                 |                       |                        |            |               |            |             |            |             |            |              |            |

1. If AC-0.6 or AC-1.5 ductility at 77°F is less than 100 cm, material is acceptable if ductility at 60°F is more than 100 cm.

- A. Polymer-Modified Asphalt Cement. Polymer-modified asphalt cement must be smooth and homogeneous, and comply with the requirements of Table 3. If requested, supply samples of the base asphalt cement and polymer additives.

**Table 3**  
**Polymer-Modified Asphalt Cement**

| Property                                                 | Test Procedure        | Polymer-Modified Viscosity Grade |     |                   |     |        |      |               |      |
|----------------------------------------------------------|-----------------------|----------------------------------|-----|-------------------|-----|--------|------|---------------|------|
|                                                          |                       | AC-5<br>w/2%<br>SBR              |     | AC-10<br>w/2% SBR |     | AC-15P |      | AC-20-5T<br>R |      |
|                                                          |                       | Min                              | Max | Min               | Max | Min    | Max  | Min           | Max  |
| Polymer                                                  |                       | SBR                              |     | SBR               |     | SBS    |      | TR            |      |
| Polymer content, % (solids basis)                        | Tex-533-C             | 2.0                              | —   | 2.0               | —   | 3.0    | —    | 5.0           | —    |
| Dynamic shear, G*/sin δ, 64°C,<br>10 rad/s, kPa          | T 315                 | —                                | —   | —                 | —   | —      | —    | 1.0           | —    |
| Viscosity<br>140°F, poise                                | T 202                 | 700                              | —   | 1,300             | —   | 1,500  | —    | 2,000         | —    |
| 275°F, poise                                             | T 202                 | —                                | 7.0 | —                 | 8.0 | —      | 8.0  | —             | 10.0 |
| Penetration, 77°F, 100 g, 5 sec.                         | T 49                  | 120                              | —   | 80                | —   | 100    | 150  | 75            | 115  |
| Ductility, 5cm/min., 39.2°F, cm                          | T 51                  | 70                               | —   | 60                | —   | —      | —    | —             | —    |
| Elastic recovery, 50°F, %                                | Tex-539-C             | —                                | —   | —                 | —   | 55     | —    | 55            | —    |
| Softening point, °F                                      | T 53                  | —                                | —   | —                 | —   | —      | —    | 120           | —    |
| Polymer separation, 48 hr.                               | Tex-540-C             | None                             |     | None              |     | None   |      | None          |      |
| Flash point, C.O.C., °F                                  | T 48                  | 425                              | —   | 425               | —   | 425    | —    | 425           | —    |
| Tests on residue from Thin-Film<br>Oven Test:            | T 179                 |                                  |     |                   |     |        |      |               |      |
| Retained penetration ratio,<br>77°F                      | T 49                  | —                                | —   | —                 | —   | 0.60   | 1.00 | 0.60          | 1.00 |
| Tests on residue from RTFOT<br>aging and pressure aging: | Tex-541-C and<br>R 28 |                                  |     |                   |     |        |      |               |      |
| Creep stiffness<br>S, -18°C, MPa                         | T 313                 | —                                | —   | —                 | —   | —      | —    | —             | 300  |
| m-value, -18°C                                           |                       | —                                | —   | —                 | —   | —      | —    | 0.300         | —    |

C. Cutback Asphalt. Cutback asphalt must meet the requirements of Tables 4, 5, and 6 for the specified type and grade. If requested, supply samples of the base asphalt cement and polymer additives.



**Table 4**  
**Rapid-Curing Cutback Asphalt**

| Property                                                      | Test Procedure | Type-Grade |     |        |       |         |       |
|---------------------------------------------------------------|----------------|------------|-----|--------|-------|---------|-------|
|                                                               |                | RC-250     |     | RC-800 |       | RC-3000 |       |
|                                                               |                | Min        | Max | Min    | Max   | Min     | Max   |
| Kinematic viscosity, 140°F, cSt                               | T 201          | 250        | 400 | 800    | 1,600 | 3,000   | 6,000 |
| Water, %                                                      | T 55           | –          | 0.2 | –      | 0.2   | –       | 0.2   |
| Flash point, T.O.C., °F                                       | T 79           | 80         | –   | 80     | –     | 80      | –     |
| Distillation test:                                            | T 78           |            |     |        |       |         |       |
| Distillate, percentage by volume of total distillate to 680°F |                |            |     |        |       |         |       |
| to 437°F                                                      |                | 40         | 75  | 35     | 70    | 20      | 55    |
| to 500°F                                                      |                | 65         | 90  | 55     | 85    | 45      | 75    |
| to 600°F                                                      |                | 85         | –   | 80     | –     | 70      | –     |
| Residue from distillation, volume %                           |                | 70         | –   | 75     | –     | 82      | –     |
| Tests on distillation residue:                                |                |            |     |        |       |         |       |
| Penetration, 100 g, 5 sec., 77°F                              | T 49           | 80         | 120 | 80     | 120   | 80      | 120   |
| Ductility, 5 cm/min., 77°F, cm                                | T 51           | 100        | –   | 100    | –     | 100     | –     |
| Solubility in trichloroethylene, %                            | T 44           | 99.0       | –   | 99.0   | –     | 99.0    | –     |
| Spot test                                                     | Tex-509-C      | Neg.       |     | Neg.   |       | Neg.    |       |

**Table 5**  
**Medium-Curing Cutback Asphalt**

| Property                                                      | Test Procedure | Type-Grade |     |        |     |        |       |         |       |
|---------------------------------------------------------------|----------------|------------|-----|--------|-----|--------|-------|---------|-------|
|                                                               |                | MC-30      |     | MC-250 |     | MC-800 |       | MC-3000 |       |
|                                                               |                | Min        | Max | Min    | Max | Min    | Max   | Min     | Max   |
| Kinematic viscosity, 140°F, cSt                               | T 201          | 30         | 60  | 250    | 500 | 800    | 1,600 | 3,000   | 6,000 |
| Water, %                                                      | T 55           | –          | 0.2 | –      | 0.2 | –      | 0.2   | –       | 0.2   |
| Flash point, T.O.C., °F                                       | T 79           | 100        | –   | 150    | –   | 150    | –     | 150     | –     |
| Distillation test:                                            | T 78           |            |     |        |     |        |       |         |       |
| Distillate, percentage by volume of total distillate to 680°F |                |            |     |        |     |        |       |         |       |
| to 437°F                                                      |                | –          | 25  | –      | 10  | –      | –     | –       | –     |
| to 500°F                                                      |                | 40         | 70  | 15     | 55  | –      | 35    | –       | 15    |
| to 600°F                                                      |                | 75         | 93  | 60     | 87  | 45     | 80    | 15      | 75    |
| Residue from distillation, volume %                           |                | 50         | –   | 67     | –   | 75     | –     | 80      | –     |
| Tests on distillation residue:                                |                |            |     |        |     |        |       |         |       |
| Penetration, 100 g, 5 sec., 77°F                              | T 49           | 120        | 250 | 120    | 250 | 120    | 250   | 120     | 250   |
| Ductility, 5 cm/min., 77°F, cm <sup>1</sup>                   | T 51           | 100        | –   | 100    | –   | 100    | –     | 100     | –     |
| Solubility in trichloroethylene, %                            | T 44           | 99.0       | –   | 99.0   | –   | 99.0   | –     | 99.0    | –     |
| Spot test                                                     | Tex-509-C      | Neg.       |     | Neg.   |     | Neg.   |       | Neg.    |       |

**Table 6**  
**Special-Use Cutback Asphalt**

| Property                                                      | Test Procedure | Type-Grade |       |       |       |        |       |
|---------------------------------------------------------------|----------------|------------|-------|-------|-------|--------|-------|
|                                                               |                | MC-2400L   |       | SCM I |       | SCM II |       |
|                                                               |                | Min        | Max   | Min   | Max   | Min    | Max   |
| Kinematic viscosity, 140°F, cSt                               | T 201          | 2,400      | 4,800 | 500   | 1,000 | 1,000  | 2,000 |
| Water, %                                                      | T 55           | –          | 0.2   | –     | 0.2   | –      | 0.2   |
| Flash point, T.O.C., °F                                       | T 79           | 150        | –     | 175   | –     | 175    | –     |
| Distillation test:                                            | T 78           |            |       |       |       |        |       |
| Distillate, percentage by volume of total distillate to 680°F |                |            |       |       |       |        |       |
| to 437°F                                                      |                | –          | –     | –     | –     | –      | –     |
| to 500°F                                                      |                | –          | 35    | –     | 0.5   | –      | 0.5   |
| to 600°F                                                      |                | 35         | 80    | 20    | 60    | 15     | 50    |
| Residue from distillation, volume %                           |                | 78         | –     | 76    | –     | 82     | –     |
| Tests on distillation residue:                                |                |            |       |       |       |        |       |
| Polymer                                                       |                | SBR        |       | –     |       | –      |       |
| Polymer content, % (solids basis)                             | Tex-533-C      | 2.0        | –     | –     | –     | –      | –     |
| Penetration, 100 g, 5 sec., 77°F                              | T 49           | 150        | 300   | 180   | –     | 180    | –     |
| Ductility, 5 cm/min., 39.2°F, cm                              | T 51           | 50         | –     | –     | –     | –      | –     |
| Solubility in trichloroethylene, %                            | T 44           | 99.0       | –     | 99.0  | –     | 99.0   | –     |

- D. Emulsified Asphalt. Emulsified asphalt must be homogeneous, not separate after thorough mixing, and meet the requirements for the specified type and grade in Tables 7, 8, 9, and 10.

**Table 7**  
**Emulsified Asphalt**

| Property                                                                                              | Test Procedure | Type-Grade    |     |                |     |                        |     |              |      |       |      |
|-------------------------------------------------------------------------------------------------------|----------------|---------------|-----|----------------|-----|------------------------|-----|--------------|------|-------|------|
|                                                                                                       |                | Rapid-Setting |     | Medium-Setting |     |                        |     | Slow-Setting |      |       |      |
|                                                                                                       |                | HFRS-2        |     | MS-2           |     | AES-300                |     | SS-1         |      | SS-1H |      |
|                                                                                                       |                | Min           | Max | Min            | Max | Min                    | Max | Min          | Max  | Min   | Max  |
| Viscosity, Saybolt Furol<br>77°F, sec.<br>122°F, sec.                                                 | T 72           | —             | —   | —              | —   | 75                     | 400 | 20           | 100  | 20    | 100  |
|                                                                                                       |                | 150           | 400 | 100            | 300 | —                      | —   | —            | —    | —     | —    |
| Sieve test, %                                                                                         | T 59           | —             | 0.1 | —              | 0.1 | —                      | 0.1 | —            | 0.1  | —     | 0.1  |
| Miscibility                                                                                           | T 59           | —             | —   | —              | —   | —                      | —   | Pass         | Pass | Pass  | Pass |
| Cement mixing, %                                                                                      | T 59           | —             | —   | —              | —   | —                      | —   | —            | 2.0  | —     | 2.0  |
| Coating ability and water resistance:<br>dry aggregate/after spray<br>wet aggregate/after spray       | T 59           | —             | —   | —              | —   | Good/Fair<br>Fair/Fair | —   | —            | —    | —     | —    |
| Demulsibility, 35 ml of 0.02 N<br>CaCl <sub>2</sub> , %                                               | T 59           | 50            | —   | —              | 30  | —                      | —   | —            | —    | —     | —    |
| Storage stability, 1 day, %                                                                           | T 59           | —             | 1   | —              | 1   | —                      | 1   | —            | 1    | —     | 1    |
| Freezing test, 3 cycles <sup>1</sup>                                                                  | T 59           | —             | —   | Pass           | —   | —                      | —   | Pass         | Pass | Pass  | Pass |
| Distillation test:<br>Residue by distillation, % by wt.<br>Oil distillate, % by volume of<br>emulsion | T 59           | 65            | —   | 65             | —   | 65                     | —   | 60           | —    | 60    | —    |
|                                                                                                       |                | —             | 0.5 | —              | 0.5 | —                      | 5   | —            | 0.5  | —     | 0.5  |
| Tests on residue from distillation:<br>Penetration, 77°F, 100 g, 5 sec.                               | T 49           | 100           | 140 | 120            | 160 | 300                    | —   | 120          | 160  | 70    | 100  |
| Solubility in trichloroethylene, %                                                                    | T 44           | 97.5          | —   | 97.5           | —   | 97.5                   | —   | 97.5         | —    | 97.5  | —    |
| Ductility, 77°F, 5 cm/min., cm                                                                        | T 51           | 100           | —   | 100            | —   | —                      | —   | 100          | —    | 80    | —    |
| Float test, 140°F, sec.                                                                               | T 50           | 1,200         | —   | —              | —   | 1,200                  | —   | —            | —    | —     | —    |

1. Applies only when the Engineer designates material for winter use.

**Table 8**  
**Cationic Emulsified Asphalt**

| Property                                                                                                                                        | Test Procedure       | Type-Grade         |               |                  |               |                        |                        |                  |             |                    |               |                  |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------|---------------|------------------|---------------|------------------------|------------------------|------------------|-------------|--------------------|---------------|------------------|---------------|
|                                                                                                                                                 |                      | Rapid-Setting      |               |                  |               | Medium-Setting         |                        |                  |             | Slow-Setting       |               |                  |               |
|                                                                                                                                                 |                      | CRS-2              |               | CRS-2H           |               | CMS-2                  |                        | CMS-2S           |             | CSS-1              |               | CSS-1H           |               |
|                                                                                                                                                 |                      | Min                | Max           | Min              | Max           | Min                    | Max                    | Min              | Max         | Min                | Max           | Min              | Max           |
| Viscosity, Saybolt Furol<br>77°F, sec.<br>122°F, sec.                                                                                           | T 72                 | —<br>150           | —<br>400      | —<br>150         | —<br>400      | —<br>100               | —<br>300               | —<br>100         | —<br>300    | 20<br>—            | 100<br>—      | 20<br>—          | 100<br>—      |
| Sieve test, %                                                                                                                                   | T 59                 | —                  | 0.1           | —                | 0.1           | —                      | 0.1                    | —                | 0.1         | —                  | 0.1           | —                | 0.1           |
| Cement mixing, %                                                                                                                                | T 59                 | —                  | —             | —                | —             | —                      | —                      | —                | —           | —                  | 2.0           | —                | 2.0           |
| Coating ability and water resistance:<br>dry aggregate/after spray<br>wet aggregate/after spray                                                 | T 59                 | —<br>—             | —<br>—        | —<br>—           | —<br>—        | Good/Fair<br>Fair/Fair | Good/Fair<br>Fair/Fair | —<br>—           | —<br>—      | —<br>—             | —<br>—        | —<br>—           | —<br>—        |
| Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %                                                                                   | T 59                 | 70                 | —             | 70               | —             | —                      | —                      | —                | —           | —                  | —             | —                | —             |
| Storage stability, 1 day, %                                                                                                                     | T 59                 | —                  | 1             | —                | 1             | —                      | 1                      | —                | 1           | —                  | 1             | —                | 1             |
| Particle charge                                                                                                                                 | T 59                 | Positive           |               | Positive         |               | Positive               |                        | Positive         |             | Positive           |               | Positive         |               |
| Distillation test:<br>Residue by distillation, % by wt.<br>Oil distillate, % by volume of emulsion                                              | T 59                 | 65<br>—            | —<br>0.5      | 65<br>—          | —<br>0.5      | 65<br>—                | —<br>7                 | 65<br>—          | —<br>5      | 60<br>—            | —<br>0.5      | 60<br>—          | —<br>0.5      |
| Tests on residue from distillation:<br>Penetration, 77°F, 100 g, 5 sec.<br>Solubility in trichloroethylene, %<br>Ductility, 77°F, 5 cm/min., cm | T 49<br>T 44<br>T 51 | 120<br>97.5<br>100 | 160<br>—<br>— | 70<br>97.5<br>80 | 110<br>—<br>— | 120<br>97.5<br>100     | 200<br>—<br>—          | 300<br>97.5<br>— | —<br>—<br>— | 120<br>97.5<br>100 | 160<br>—<br>— | 70<br>97.5<br>80 | 110<br>—<br>— |

**Table 9**  
**Polymer-Modified Emulsified Asphalt**

| Property                                                                                        | Test Procedure | Type-Grade    |     |         |     |                |     |           |     |              |     |       |     |
|-------------------------------------------------------------------------------------------------|----------------|---------------|-----|---------|-----|----------------|-----|-----------|-----|--------------|-----|-------|-----|
|                                                                                                 |                | Rapid-Setting |     |         |     | Medium-Setting |     |           |     | Slow-Setting |     |       |     |
|                                                                                                 |                | RS-1P         |     | HFRS-2P |     | AES-150P       |     | AES-300P  |     | AES-300S     |     | SS-1P |     |
|                                                                                                 |                | Min           | Max | Min     | Max | Min            | Max | Min       | Max | Min          | Max | Min   | Max |
| Viscosity, Saybolt Furol<br>77°F, sec.<br>122°F, sec.                                           | T 72           | —             | —   | —       | —   | 75             | 400 | 75        | 400 | 75           | 400 | 30    | 100 |
|                                                                                                 |                | 50            | 200 | 150     | 400 | —              | —   | —         | —   | —            | —   | —     | —   |
| Sieve test, %                                                                                   | T 59           | —             | 0.1 | —       | 0.1 | —              | 0.1 | —         | 0.1 | —            | 0.1 | —     | 0.1 |
| Miscibility                                                                                     | T 59           | —             |     | —       |     | —              |     | —         |     | —            |     | Pass  |     |
| Coating ability and water resistance:<br>dry aggregate/after spray<br>wet aggregate/after spray | T 59           | —             |     | —       |     | Good/Fair      |     | Good/Fair |     | Good/Fair    |     | —     |     |
|                                                                                                 |                | —             |     | —       |     | Fair/Fair      |     | Fair/Fair |     | Fair/Fair    |     | —     |     |
| Demulsibility, 35 ml of 0.02 N CaCl <sub>2</sub> , %                                            | T 59           | 60            | —   | 50      | —   | —              | —   | —         | —   | —            | —   | —     | —   |
| Storage stability, 1 day, %                                                                     | T 59           | —             | 1   | —       | 1   | —              | 1   | —         | 1   | —            | 1   | —     | 1   |
| Breaking index, g                                                                               | Tex-542-C      | —             | 80  | —       | —   | —              | —   | —         | —   | —            | —   | —     | —   |
| Distillation test: <sup>1</sup>                                                                 | T 59           | 65            | —   | 65      | —   | 65             | —   | 65        | —   | 65           | —   | 60    | —   |
| Residue by distillation, % by wt.                                                               |                | —             | 3   | —       | 0.5 | —              | 3   | —         | 5   | —            | 7   | —     | 0.5 |
| Oil distillate, % by volume of emulsion                                                         |                |               |     |         |     |                |     |           |     |              |     |       |     |
| Tests on residue from distillation:                                                             |                |               |     |         |     |                |     |           |     |              |     |       |     |
| Polymer content, wt. % (solids basis)                                                           | Tex-533-C      | —             | —   | 3.0     | —   | —              | —   | —         | —   | —            | —   | 3.0   | —   |
| Penetration, 77°F, 100 g, 5 sec.                                                                | T 49           | 225           | 300 | 90      | 140 | 150            | 300 | 300       | —   | 300          | —   | 100   | 140 |
| Solubility in trichloroethylene, %                                                              | T 44           | 97.0          | —   | 97.0    | —   | 97.0           | —   | 97.0      | —   | 97.0         | —   | 97.0  | —   |
| Viscosity, 140°F, poise                                                                         | T 202          | —             | —   | 1,500   | —   | —              | —   | —         | —   | —            | —   | 1,300 | —   |
| Float test, 140°F, sec.                                                                         | T 50           | —             | —   | 1,200   | —   | 1,200          | —   | 1,200     | —   | 1,200        | —   | —     | —   |
| Ductility <sup>2</sup> , 39.2°F, 5 cm/min., cm                                                  | T 51           | —             | —   | 50      | —   | —              | —   | —         | —   | —            | —   | 50    | —   |
| Elastic recovery <sup>2</sup> , 50°F, %                                                         | Tex-539-C      | 55            | —   | 55      | —   | —              | —   | —         | —   | —            | —   | —     | —   |

| Property                                     | Test      | Type-Grade |   |   |   |    |   |    |   |    |   |   |   |
|----------------------------------------------|-----------|------------|---|---|---|----|---|----|---|----|---|---|---|
| Tests on RTFO curing of distillation residue | Tex-541-C |            |   |   |   |    |   |    |   |    |   |   |   |
| Elastic recovery, 50°F, %                    | Tex-539-C | –          | – | – | – | 50 | – | 50 | – | 30 | – | – | – |

1. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ±10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ±5 min. from the first application of heat.
2. HFRS-2P must meet one of either the ductility or elastic recovery requirements.

**Table 10**  
**Polymer-Modified Cationic Emulsified Asphalt**

| Property                                                                                                                                                                                                                                                                                                                                | Test Procedure                                                          | Type-Grade                                 |                                        |                                                  |                                        |                                               |                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------|----------------------------------------|--------------------------------------------------|----------------------------------------|-----------------------------------------------|---------------------------------------|
|                                                                                                                                                                                                                                                                                                                                         |                                                                         | Rapid-Setting                              |                                        |                                                  |                                        | Slow-Setting                                  |                                       |
|                                                                                                                                                                                                                                                                                                                                         |                                                                         | CRS-1P                                     |                                        | CRS-2P                                           |                                        | CSS-1P                                        |                                       |
|                                                                                                                                                                                                                                                                                                                                         |                                                                         | Min                                        | Max                                    | Min                                              | Max                                    | Min                                           | Max                                   |
| Viscosity, Saybolt Furol<br>77°F, sec.<br>122°F, sec.                                                                                                                                                                                                                                                                                   | T 72                                                                    | –<br>50                                    | –<br>150                               | –<br>150                                         | –<br>400                               | 20<br>–                                       | 100<br>–                              |
| Sieve test, %                                                                                                                                                                                                                                                                                                                           | T 59                                                                    | –                                          | 0.1                                    | –                                                | 0.1                                    | –                                             | 0.1                                   |
| Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %                                                                                                                                                                                                                                                                           | T 59                                                                    | 60                                         | –                                      | 70                                               | –                                      | –                                             | –                                     |
| Storage stability, 1 day, %                                                                                                                                                                                                                                                                                                             | T 59                                                                    | –                                          | 1                                      | –                                                | 1                                      | –                                             | 1                                     |
| Breaking index, g                                                                                                                                                                                                                                                                                                                       | Tex-542-C                                                               | –                                          | 80                                     | –                                                | –                                      | –                                             | –                                     |
| Particle charge                                                                                                                                                                                                                                                                                                                         | T 59                                                                    | Positive                                   |                                        | Positive                                         |                                        | Positive                                      |                                       |
| Distillation test: <sup>1</sup><br>Residue by distillation, % by weight<br>Oil distillate, % by volume of emulsion                                                                                                                                                                                                                      | T 59                                                                    | 65<br>–                                    | –<br>3                                 | 65<br>–                                          | –<br>0.5                               | 62<br>–                                       | –<br>0.5                              |
| Tests on residue from distillation:<br>Polymer content, wt. % (solids basis)<br>Penetration, 77°F, 100 g, 5 sec.<br>Viscosity, 140°F, poise<br>Solubility in trichloroethylene, %<br>Softening point, °F<br>Ductility, 77°F, 5 cm/min., cm<br>Ductility <sup>2</sup> , 39.2°F, 5 cm/min., cm<br>Elastic recovery <sup>2</sup> , 50°F, % | Tex-533-C<br>T 49<br>T 202<br>T 44<br>T 53<br>T 51<br>T 51<br>Tex-539-C | –<br>225<br>–<br>97.0<br>–<br>–<br>–<br>45 | –<br>300<br>–<br>–<br>–<br>–<br>–<br>– | 3.0<br>90<br>1,300<br>97.0<br>–<br>–<br>50<br>55 | –<br>150<br>–<br>–<br>–<br>–<br>–<br>– | 3.0<br>55<br>–<br>97.0<br>135<br>70<br>–<br>– | –<br>90<br>–<br>–<br>–<br>–<br>–<br>– |

1. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ±0°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ±5 min. from the first application of heat.
2. CRS-2P must meet one of either the ductility or elastic recovery requirements.

E. Specialty Emulsions. Specialty emulsions may be either asphalt-based or resin-based and must meet the requirements of Table 11

**Table 11**

### Specialty Emulsions

| Property                                                                                             | Test Procedure         | Type-Grade     |          |        |        |                  |          |
|------------------------------------------------------------------------------------------------------|------------------------|----------------|----------|--------|--------|------------------|----------|
|                                                                                                      |                        | Medium-Setting |          |        |        | Slow-Setting     |          |
|                                                                                                      |                        | AE-P           |          | EAP&T  |        | PCE <sup>1</sup> |          |
|                                                                                                      |                        | Min            | Max      | Min    | Max    | Min              | Max      |
| Viscosity, Saybolt Furol<br>77°F, sec.<br>122°F, sec.                                                | T 72                   | –<br>15        | –<br>150 | –<br>– | –<br>– | 10<br>–          | 100<br>– |
| Sieve test, %                                                                                        | T 59                   | –              | 0.1      | –      | 0.1    | –                | 0.1      |
| Miscibility <sup>2</sup>                                                                             | T 59                   | –              | –        | Pass   | –      | Pass             | –        |
| Demulsibility, 35 ml of 0.10 N CaCl <sub>2</sub> , %                                                 | T 59                   | –              | 70       | –      | –      | –                | –        |
| Storage stability, 1 day, %                                                                          | T 59                   | –              | 1        | –      | 1      | –                | –        |
| Particle size <sup>5</sup> , % by volume < 2.5 μm                                                    | Tex-238-F <sup>3</sup> | –              | –        | 90     | –      | 90               | –        |
| Asphalt emulsion distillation to 500°F followed by Cutback asphalt distillation of residue to 680°F: | T 59 & T 78            |                |          |        |        |                  |          |
| Residue after both distillations, % by wt.                                                           |                        | 40             | –        | –      | –      | –                | –        |
| Total oil distillate from both distillations, % by volume of emulsion                                |                        | 25             | 40       | –      | –      | –                | –        |
| Residue by distillation, % by wt.                                                                    | T 59                   | –              | –        | 60     | –      | –                | –        |
| Residue by evaporation <sup>4</sup> , % by wt.                                                       | T 59                   | –              | –        | –      | –      | 60               | –        |
| Tests on residue after all distillation(s):                                                          |                        |                |          |        |        |                  |          |
| Viscosity, 140°F, poise                                                                              | T 202                  | –              | –        | 800    | –      | –                | –        |
| Kinematic viscosity <sup>5</sup> , 140°F, cSt                                                        | T 201                  | –              | –        | –      | –      | 100              | 350      |
| Flash point C.O.C., °F                                                                               | T 48                   | –              | –        | –      | –      | 400              | –        |
| Solubility in trichloroethylene, %                                                                   | T 44                   | 97.5           | –        | –      | –      | –                | –        |
| Float test, 122°F, sec.                                                                              | T 50                   | 50             | 200      | –      | –      | –                | –        |

1. Supply with each shipment of PCE:

a) a copy of a lab report from an approved analytical lab, signed by a lab official, indicating the PCE formulation does not meet any characteristics of a Resource Conservation Recovery Act (RCRA) hazardous waste;

b) a certification from the producer that the formulation supplied does not differ from the one tested and that no listed RCRA hazardous wastes or PCBs have been mixed with the product; and

c) a Material Safety Data Sheet.

2. Exception to T 59: In dilution, use 350 ml of distilled or deionized water and a 1,000-ml beaker.

3. Use Tex-238-F, beginning at “Particle Size Analysis by Laser Diffraction,” with distilled or deionized water as a medium and no dispersant, or use another approved method.

4. Exception to T 59: Leave sample in the oven until foaming ceases, then cool and weigh.

5. PCE must meet either the kinematic viscosity requirement or the particle size requirement.

F. Recycling Agent. Recycling agent and emulsified recycling agent must meet the requirements in Table 12. Additionally, recycling agent and residue from emulsified recycling agent, when added in the specified proportions to the recycled asphalt, must meet the properties specified on the plans.

**Table 12**  
**Recycling Agent and Emulsified Recycling Agent**

| Property                                              | Test Procedure | Recycling Agent |      | Emulsified Recycling Agent |      |
|-------------------------------------------------------|----------------|-----------------|------|----------------------------|------|
|                                                       |                | Min             | Max  | Min                        | Max  |
| Viscosity, Saybolt Furol, 77°F, sec.                  | T 72           | –               | –    | 15                         | 100  |
| Sieve test, %                                         | T 59           | –               | –    | –                          | 0.1  |
| Miscibility <sup>1</sup>                              | T 59           | –               |      | No coagulation             |      |
| Residue by evaporation <sup>2</sup> , % by wt.        | T 59           | –               | –    | 60                         | –    |
| Tests on recycling agent or residue from evaporation: |                |                 |      |                            |      |
| Flash point, C.O.C., °F                               | T 48           | 400             | –    | 400                        | –    |
| Kinematic viscosity,                                  | T 201          |                 |      |                            |      |
| 140°F, cSt                                            |                | 75              | 200  | 75                         | 200  |
| 275°F, cSt                                            |                | –               | 10.0 | –                          | 10.0 |

1. Exception to T 59: Use 0.02 N CaCl<sub>2</sub> solution in place of water.
2. Exception to T 59: Maintain sample at 300°F until foaming ceases, then cool and weigh.

G. Crumb Rubber Modifier. Crumb rubber modifier (CRM) consists of automobile and truck tires processed by ambient temperature grinding.

CRM must be:

- free from contaminants including fabric, metal, and mineral and other nonrubber substances;
- free-flowing; and
- nonfoaming when added to hot asphalt binder.

When tested in accordance with Tex-200-F, Part I, using a 50-g sample, the rubber gradation must meet the requirements of the grades in Table 13.

**Table 13**  
**CRM Gradations**

| Sieve Size<br>(% Passing) | Grade A |     | Grade B |     | Grade C |     | Grade D                  | Grade E     |
|---------------------------|---------|-----|---------|-----|---------|-----|--------------------------|-------------|
|                           | Min     | Max | Min     | Max | Min     | Max |                          |             |
| #8                        | 100     | –   | –       | –   | –       | –   | As shown on<br>the plans | As approved |
| #10                       | 95      | 100 | 100     | –   | –       | –   |                          |             |
| #16                       | –       | –   | 70      | 100 | 100     | –   |                          |             |
| #30                       | –       | –   | 25      | 60  | 90      | 100 |                          |             |
| #40                       | –       | –   | –       | –   | 45      | 100 |                          |             |
| #50                       | 0       | 10  | –       | –   | –       | –   |                          |             |
| #200                      | –       | –   | 0       | 5   | –       | –   |                          |             |

H. Crack Sealer. Polymer modified asphalt-emulsion crack sealer must meet the requirements of Table 14. Rubber-asphalt crack sealer must meet the requirements of Table 15.



**Table 14**  
**Polymer-Modified Asphalt Emulsion Crack Sealer**

| <b>Property</b>                                                        | <b>Test Procedure</b> | <b>Min</b> | <b>Max</b> |
|------------------------------------------------------------------------|-----------------------|------------|------------|
| Rotational viscosity, 77°F, cP                                         | D 2196, Method A      | 10,000     | 25,000     |
| Sieve test, %                                                          | T 59                  | –          | 0.1        |
| Storage stability, 1 day, %                                            | T 59                  | –          | 1          |
| Evaporation<br>Residue by evaporation, % by wt.                        | Tex-543-C             | 65         | –          |
| Tests on residue from evaporation:<br>Penetration, 77°F, 100 g, 5 sec. | T 49                  | 35         | 75         |
| Softening point, °F                                                    | T 53                  | 140        | –          |
| Ductility, 39.2°F, 5 cm/min., cm                                       | T 51                  | 100        | –          |

**Table 15**  
**Rubber-Asphalt Crack Sealer**

| <b>Property</b>                                 | <b>Test Procedure</b> | <b>Class A</b> |            | <b>Class B</b> |            |
|-------------------------------------------------|-----------------------|----------------|------------|----------------|------------|
|                                                 |                       | <b>Min</b>     | <b>Max</b> | <b>Min</b>     | <b>Max</b> |
| CRM content, Grade A or B, % by wt.             | Tex-544-C             | 22             | 26         | –              | –          |
| CRM content, Grade B, % by wt.                  | Tex-544-C             | –              | –          | 13             | 17         |
| Virgin rubber content <sup>1</sup> , % by wt.   |                       | –              | –          | 2              | –          |
| Flash point <sup>2</sup> , COC, °F              | T 48                  | 400            | –          | 400            | –          |
| Penetration <sup>3</sup> , 77°F, 150 g, 5 sec.  | T 49                  | 30             | 50         | 30             | 50         |
| Penetration <sup>3</sup> , 32°F, 200 g, 60 sec. | T 49                  | 12             | –          | 12             | –          |
| Softening point, °F                             | T 53                  | –              | –          | 170            | –          |
| Bond <sup>4</sup>                               | D5329                 | –              |            | Pass           |            |

1. Provide certification that the min. % virgin rubber was added.
2. Before passing the test flame over the cup, agitate the sealing compound with a 3/8- to 1/2-in. (9.5- to 12.7-mm) wide, square-end metal spatula in a manner so as to bring the material on the bottom of the cup to the surface, i.e., turn the material over. Start at one side of the thermometer, move around to the other, and then return to the starting point using 8 to 10 rapid circular strokes. Accomplish agitation in 3 to 4 sec. Pass the test flame over the cup immediately after stirring is completed.
3. Exception to T 49: Substitute the cone specified in ASTM D 217 for the penetration needle.
4. No crack in the crack sealing materials or break in the bond between the sealer and the mortar blocks over 1/4 in. deep for any specimen after completion of the test.

- I. Asphalt-Rubber Binders. Asphalt-rubber (A-R) binders are mixtures of asphalt binder and CRM, which have been reacted at elevated temperatures. The A-R binders meet D 6114 and contain a minimum of 15% CRM by weight. Types I or II, containing CRM Grade C, are used for hot mixed aggregate mixtures. Types II or III, containing CRM Grade B, are used for surface treatment binder. Table 16 describes required binder properties.

**Table 16**  
**A-R Binders**

| Property                                                          | Test Procedure   | Binder Type |       |         |       |          |       |
|-------------------------------------------------------------------|------------------|-------------|-------|---------|-------|----------|-------|
|                                                                   |                  | Type I      |       | Type II |       | Type III |       |
|                                                                   |                  | Min         | Max   | Min     | Max   | Min      | Max   |
| Apparent viscosity, 347°F, cP                                     | D 2196, Method A | 1,500       | 5,000 | 1,500   | 5,000 | 1,500    | 5,000 |
| Penetration, 77°F, 100 g, 5 sec.                                  | T 49             | 25          | 75    | 25      | 75    | 50       | 100   |
| Penetration, 39.2°F, 200 g, 60 sec.                               | T 49             | 10          | –     | 15      | –     | 25       | –     |
| Softening point, °F                                               | T 53             | 135         | –     | 130     | –     | 125      | –     |
| Resilience, 77°F, %                                               | D 5329           | 25          | –     | 20      | –     | 10       | –     |
| Flash point, C.O.C., °F                                           | T 48             | 450         | –     | 450     | –     | 450      | –     |
| Tests on residue from Thin-Film Oven Test:                        | T 179            |             |       |         |       |          |       |
| Retained penetration ratio, 39.2°F, 200 g, 60 sec., % of original | T 49             | 75          | –     | 75      | –     | 75       | –     |

J. Performance-Graded Binders. PG binders must be smooth and homogeneous, show no separation when tested in accordance with Tex-540-C, and meet Table 17 requirements.

Separation testing is not required if:

- a modifier is introduced separately at the mix plant either by injection in the asphalt line or mixer,
- the binder is blended on site in continuously agitated tanks, or
- binder acceptance is based on field samples taken from an in-line sampling port at the hot mix plant after the addition of modifiers.

**Table 17**  
**Performance-Graded Binders**

| Property and Test Method                                                                              | Performance Grade |      |      |       |      |      |       |      |      |       |      |      |       |      |      |      |      |      |
|-------------------------------------------------------------------------------------------------------|-------------------|------|------|-------|------|------|-------|------|------|-------|------|------|-------|------|------|------|------|------|
|                                                                                                       | PG 58             |      |      | PG 64 |      |      | PG 70 |      |      | PG 76 |      |      | PG 82 |      |      |      |      |      |
|                                                                                                       | -22               | -28  | -34  | -16   | -22  | -28  | -34   | -16  | -22  | -28   | -34  | -16  | -22   | -28  | -34  | -16  | -22  | -28  |
| Average 7-day max pavement design temperature, °C                                                     | < 58              |      |      | < 64  |      |      | < 70  |      |      | < 76  |      |      | < 82  |      |      |      |      |      |
| Min pavement design temperature, °C                                                                   | >-22              | >-28 | >-34 | >-16  | >-22 | >-28 | >-34  | >-16 | >-22 | >-28  | >-34 | >-16 | >-22  | >-28 | >-34 | >-16 | >-22 | >-28 |
| ORIGINAL BINDER                                                                                       |                   |      |      |       |      |      |       |      |      |       |      |      |       |      |      |      |      |      |
| Flash point, T 48, Min, °C                                                                            | 230               |      |      |       |      |      |       |      |      |       |      |      |       |      |      |      |      |      |
| Viscosity, T 316: <sup>2,3</sup><br>Max, 3.0 Pa-s, test temperature, °C                               | 135               |      |      |       |      |      |       |      |      |       |      |      |       |      |      |      |      |      |
| Dynamic shear, T 315: <sup>4</sup><br>G*/sin(□□), Min, 1.00 kPa<br>Test temperature @ 10 rad/sec., °C | 58                |      |      | 64    |      |      | 70    |      |      | 76    |      |      | 82    |      |      |      |      |      |
| Elastic recovery, D 6084, 50°F, % Min                                                                 | –                 | –    | 30   | –     | –    | 30   | 50    | –    | 30   | 50    | 60   | 30   | 50    | 60   | 70   | 50   | 60   | 70   |
| ROLLING THIN-FILM OVEN (Tex-541-C)                                                                    |                   |      |      |       |      |      |       |      |      |       |      |      |       |      |      |      |      |      |
| Mass loss, Tex-541-C, Max, %                                                                          | 1.0               |      |      |       |      |      |       |      |      |       |      |      |       |      |      |      |      |      |
| Dynamic shear, T 315: <sup>4</sup><br>G*/sin(□□), Min, 2.20 kPa<br>Test temperature @ 10 rad/sec., °C | 58                |      |      | 64    |      |      | 70    |      |      | 76    |      |      | 82    |      |      |      |      |      |
| PRESSURE AGING VESSEL (PAV) RESIDUE (R 28)                                                            |                   |      |      |       |      |      |       |      |      |       |      |      |       |      |      |      |      |      |
| PAV aging temperature, °C                                                                             | 100               |      |      |       |      |      |       |      |      |       |      |      |       |      |      |      |      |      |
| Dynamic shear, T 315:<br>G*/sin(□□), Max, 5000 kPa<br>Test temperature @ 10 rad/sec., °C              | 2                 | 2    | 1    | 2     | 2    | 2    | 1     | 2    | 2    | 2     | 1    | 2    | 2     | 2    | 1    | 2    | 2    | 2    |
|                                                                                                       | 5                 | 2    | 9    | 8     | 5    | 2    | 9     | 8    | 5    | 2     | 9    | 8    | 5     | 2    | 9    | 8    | 5    | 2    |

**Table 17**  
**Performance-Graded Binders**

| Property and Test Method                          | Performance Grade |      |      |       |      |      |      |       |      |      |      |       |      |      |      |       |      |      |
|---------------------------------------------------|-------------------|------|------|-------|------|------|------|-------|------|------|------|-------|------|------|------|-------|------|------|
|                                                   | PG 58             |      |      | PG 64 |      |      |      | PG 70 |      |      |      | PG 76 |      |      |      | PG 82 |      |      |
|                                                   | -22               | -28  | -34  | -16   | -22  | -28  | -34  | -16   | -22  | -28  | -34  | -16   | -22  | -28  | -34  | -16   | -22  | -28  |
| Average 7-day max pavement design temperature, °C | < 58              |      |      | < 64  |      |      |      | < 70  |      |      |      | < 76  |      |      |      | < 82  |      |      |
| Min pavement design temperature, °C               | >-22              | >-28 | >-34 | >-16  | >-22 | >-28 | >-34 | >-16  | >-22 | >-28 | >-34 | >-16  | >-22 | >-28 | >-34 | >-16  | >-22 | >-28 |
| Creep stiffness, T 313: <sup>5,6</sup>            | -                 | -    | -    | -     | -    | -    | -    | -     | -    | -    | -    | -6    | -    | -    | -    | -     | -    | -    |
| S, max, 300 MPa                                   | 1                 | 1    | 2    | 6     | 1    | 1    | 2    | 6     | 1    | 1    | 2    |       | 1    | 1    | 2    | 6     | 1    | 1    |
| m-value, min, 0.300                               | 2                 | 8    | 4    |       | 2    | 8    | 4    |       | 2    | 8    | 4    |       | 2    | 8    | 4    |       | 2    | 8    |
| Test temperature @ 60 sec., °C                    |                   |      |      |       |      |      |      |       |      |      |      |       |      |      |      |       |      |      |
| Direct tension, T 314: <sup>6</sup>               | -                 | -    | -    | -     | -    | -    | -    | -     | -    | -    | -    | -6    | -    | -    | -    | -     | -    | -    |
| Failure strain, min, 1.0%                         | 1                 | 1    | 2    | 6     | 1    | 1    | 2    | 6     | 1    | 1    | 2    |       | 1    | 1    | 2    | 6     | 1    | 1    |
| Test temperature 1.0 mm/min., °C                  | 2                 | 8    | 4    |       | 2    | 8    | 4    |       | 2    | 8    | 4    |       | 2    | 8    | 4    |       | 2    | 8    |

1. Pavement temperatures are estimated from air temperatures using an algorithm contained in a Department-supplied computer program, may be provided by the Department, or by following the procedures outlined in AASHTO MP 2 and PP 28.
2. This requirement may be waived at the Department's discretion if the supplier warrants that the asphalt binder can be adequately pumped, mixed, and compacted at temperatures that meet all applicable safety, environmental, and constructability requirements. At test temperatures where the binder is a Newtonian fluid, any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
3. Viscosity at 135°C is an indicator of mixing and compaction temperatures that can be expected in the lab and field. High values may indicate high mixing and compaction temperatures. Additionally, significant variation can occur from batch to batch. Contractors should be aware that variation could significantly impact their mixing and compaction operations. Contractors are therefore responsible for addressing any constructability issues that may arise.
4. For quality control of unmodified asphalt binder production, measurement of the viscosity of the original asphalt binder may be substituted for dynamic shear measurements of  $G^*/\sin(\delta)$  at test temperatures where the asphalt is a Newtonian fluid. Any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
5. Silicone beam molds, as described in AASHTO TP 1-93, are acceptable for use.
6. If creep stiffness is below 300 MPa, direct tension test is not required. If creep stiffness is between 300 and 600 MPa, the direct tension failure strain requirement can be used instead of the creep stiffness requirement. The *m*-value requirement must be satisfied in both cases.

## 2.2 EQUIPMENT

- A. Provide all equipment necessary to transport, store, sample, heat, apply, and incorporate asphalts, oils and emulsions.

## PART 3 – EXECUTION

### 3.1 CONSTRUCTION

- A. Typical Material Use. Table 18 shows typical materials used for specific applications, These are typical uses only. Circumstances may require use of other material.

**Table 18**  
**Typical Material Use**

| <b>Material Application</b>           | <b>Typically Used Materials</b>                                                                                                           |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Hot-mixed, hot-laid asphalt mixtures  | PG binders, A-R binders Types I and II                                                                                                    |
| Surface treatment                     | AC-5, AC-10, AC-5 w/2% SBR, AC-10 w/2% SBR, AC-15P, AC-20-5TR, HFRS-2, MS-2, CRS-2, CRS-2H, HFRS-2P, CRS-2P, A-R binders Types II and III |
| Surface treatment (cool weather)      | RS-1P, CRS-1P, RC-250, RC-800, RC-3000, MC-250, MC-800, MC-3000, MC-2400L                                                                 |
| Precoating                            | AC-5, AC-10, PG 64-22, SS-1, SS-1H, CSS-1, CSS-1H                                                                                         |
| Tack coat                             | PG Binders, SS-1H, CSS-1H, EAP&T                                                                                                          |
| Fog seal                              | SS-1, SS-1H, CSS-1, CSS-1H                                                                                                                |
| Hot-mixed, cold-laid asphalt mixtures | AC-0.6, AC-1.5, AC-3, AES-300, AES-300P, CMS-2, CMS-2S                                                                                    |
| Patching mix                          | MC-800, SCM I, SCM II, AES-300S                                                                                                           |
| Recycling                             | AC-0.6, AC-1.5, AC-3, AES-150P, AES-300P, recycling agent, emulsified recycling agent                                                     |
| Crack sealing                         | SS-1P, polymer mod AE crack sealant, rubber asphalt crack sealers (Class A, Class B)                                                      |
| Microsurfacing                        | CSS-1P                                                                                                                                    |
| Prime                                 | MC-30, AE-P, EAP&T, PCE                                                                                                                   |
| Curing membrane                       | SS-1, SS-1H, CSS-1, CSS-1H, PCE                                                                                                           |
| Erosion control                       | SS-1, SS-1H, CSS-1, CSS-1H, PCE                                                                                                           |

- B. Storage and Application Temperatures. Use storage and application temperatures in accordance with Table 19. Store and apply materials at the lowest temperature yielding satisfactory results. Follow the manufacturer's instructions for any agitation requirements in storage. Manufacturer's instructions regarding recommended application and storage temperatures supercede those of Table 19.

**Table 19**  
**Storage and Application Temperatures**

| Type–Grade                                                                                                                                               | Application              |                              | Storage<br>Maximum<br>(°F) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------|----------------------------|
|                                                                                                                                                          | Recommended<br>Range, °F | Maximum<br>Allowable<br>(°F) |                            |
| AC-0.6, AC-1.5, AC-3                                                                                                                                     | 200–300                  | 350                          | 350                        |
| AC-5, AC-10                                                                                                                                              | 275–350                  | 350                          | 350                        |
| AC-5 w/2% SBR, AC-10 w/2% SBR, AC-15P,<br>AC-20-5TR                                                                                                      | 300–375                  | 375                          | 360                        |
| RC-250                                                                                                                                                   | 125–180                  | 200                          | 200                        |
| RC-800                                                                                                                                                   | 170–230                  | 260                          | 260                        |
| RC-3000                                                                                                                                                  | 215–275                  | 285                          | 285                        |
| MC-30, AE-P                                                                                                                                              | 70–150                   | 175                          | 175                        |
| MC-250                                                                                                                                                   | 125–210                  | 240                          | 240                        |
| MC-800, SCM I, SCM II                                                                                                                                    | 175–260                  | 275                          | 275                        |
| MC-3000, MC-2400L                                                                                                                                        | 225–275                  | 290                          | 290                        |
| HFRS-2, MS-2, CRS-2, CRS-2H, HFRS-2P,<br>CRS-2P, CMS-2, CMS-2S, AES-300, AES-300S,<br>AES-150P, AES-300P                                                 | 120–160                  | 180                          | 180                        |
| SS-1, SS-1H, CSS-1, CSS-1H, PCE, EAP&T,<br>SS-1P, RS-1P, CRS-1P, CSS-1P, recycling agent,<br>emulsified recycling agent, polymer mod AE crack<br>sealant | 50–130                   | 140                          | 140                        |
| PG binders                                                                                                                                               | 275–350                  | 350                          | 350                        |
| Rubber asphalt crack sealers (Class A, Class B)                                                                                                          | 350–375                  | 400                          | –                          |
| A-R binders Types I, II, and III                                                                                                                         | 325–425                  | 425                          | 425                        |

END OF SECTION 312100

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## SECTION 321270 - FLEXIBLE BASE

### PART I - GENERAL

#### 1.1 DESCRIPTION

- A. Construct a foundation course composed of flexible base.

### PART 2 -PRODUCTS

#### 2.1 MATERIALS

- A. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.
- B. Aggregate. Furnish aggregate of the type and grade shown on the plans and conforming to the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1, unless shown on the plans.



**Table 1**  
**Material Requirements**

| Property                                                | Test Method | Grade 1               | Grade 2 | Grade 3 | Grade 4               |
|---------------------------------------------------------|-------------|-----------------------|---------|---------|-----------------------|
| Master gradation sieve size (% retained)                | Tex-110-E   |                       |         |         | As shown on the plans |
| 2-1/2 in.                                               |             | –                     | 0       | 0       |                       |
| 1-3/4 in.                                               |             | 0                     | 0–10    | 0–10    |                       |
| 7/8 in.                                                 |             | 10–35                 | –       | –       |                       |
| 3/8 in.                                                 |             | 30–50                 | –       | –       |                       |
| No. 4                                                   |             | 45–65                 | 45–75   | 45–75   |                       |
| No. 40                                                  |             | 70–85                 | 60–85   | 50–85   |                       |
| Liquid limit, % max. <sup>1</sup>                       | Tex-104-E   | 35                    | 40      | 40      | As shown on the plans |
| Plasticity index, max. <sup>1</sup>                     | Tex-106-E   | 10                    | 12      | 12      | As shown on the plans |
| Plasticity index, min. <sup>1</sup>                     |             | As shown on the plans |         |         |                       |
| Wet ball mill, % max. <sup>2</sup>                      | Tex-116-E   | 40                    | 45      | –       | As shown on the plans |
| Wet ball mill, % max. increase passing the No. 40 sieve |             | 20                    | 20      | –       |                       |
| Classification <sup>3</sup>                             | Tex-117-E   | 1.0                   | 1.1–2.3 | –       | As shown on the plans |
| Min. compressive strength <sup>3</sup> , psi            |             | 45                    | 35      | –       | As shown on the plans |
| lateral pressure 0 psi                                  |             | 175                   | 175     | –       |                       |
| lateral pressure 15 psi                                 |             |                       |         |         |                       |

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.
3. Meet both the classification and the minimum compressive strength, unless otherwise shown on the plans.

1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation. When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.  
  
The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2. Material Types. Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.
  - a. Type A. Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
  - b. Type B. Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
  - c. Type C. Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
  - d. Type D. Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
  - e. Type E. As shown on the plans.
3. Recycled Material. Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
  - a. Limits on Percentage. When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
  - b. Recycled Material (Including Crushed Concrete) Requirements.
    - 1) Contractor Furnished Recycled Materials. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.
    - 2) Department Furnished Required Recycled Materials. When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
      - Department required recycled material will not be subject to the requirements in Table 1,
      - Contractor furnished materials are subject to the requirements in Table 1 and this Item,
      - the final product, blended, will be subject to the requirements in Table 1, and
      - for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

- 3) Department Furnished and Allowed Recycled Materials. When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.
- c. Recycled Material Sources. Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved by the Engineer.
- B. Water. Furnish water free of industrial wastes and other objectionable matter.
- C. Material Sources. When non-commercial sources are used, expose the vertical faces of all strata of material proposed for use. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

## 2.2 EQUIPMENT

- A. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

## PART 3 - EXECUTION

### 3.1 CONSTRUCTION

- A. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

- B. Preparation of Subgrade or Existing Base. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on

the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying. Correct soft spots as directed.

- C. Compaction. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

1. Ordinary Compaction. Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompact.

2. Density Control. Compact to at least 100% of the maximum density determined by Tex-113-E unless otherwise shown on the plans. Determine the moisture content of the material at the beginning and during compaction in accordance with Tex-103-E.

The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- D. Finishing. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

- E. Curing. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

END OF SECTION 321270

## SECTION 321280

### PRIME COAT

#### PART 1 - GENERAL

##### 1.1 GENERAL DESCRIPTION

- A. Prepare and treat existing or newly constructed surface with a bituminous material. Apply blotter material as required.

#### PART 2- PRODUCTS

##### 2.1 MATERIALS

- A. Bituminous: Use material of the type and grade shown on the plans in accordance with Item 300, "Asphalts, Oils, and Emulsions."
- B. Blotter: Unless otherwise shown on the plans or approved, use either base course sweepings obtained from cleaning the base or native sand as blotter materials.

##### 2.2 EQUIPMENT

- A. Provide applicable equipment in accordance with Article 316.3, "Equipment."

#### PART 3 - EXECUTION

##### 3.1 CONSTRUCTION

- A. General: Apply the mixture when the air temperature is 60°F and above, or above 50°F and rising. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application. Do not permit traffic, hauling, or placement of subsequent courses over freshly constructed prime coats. Maintain the primed surface until placement of subsequent courses or acceptance of the work.
- B. Surface Preparation: Prepare the surface by sweeping or other approved methods. When directed, before applying bituminous material, lightly sprinkle the surface with water to control dust and ensure absorption.
- C. Application:
  - 1. Bituminous. The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply material within 15°F of the selected temperature. Distribute the material smoothly and evenly at the rate selected by the Engineer. When directed, roll the freshly applied prime coat with a pneumatic-tire roller to ensure penetration.
  - 2. Blotter. Spread blotter material before allowing traffic to use a primed surface. When "Prime Coat and Blotter" is shown on the plans as a bid item, apply blotter material to primed surface

at the rate shown in the plans or as directed. When “Prime Coat” is shown on the plans as a bid item, apply blotter to spot locations or as directed to accommodate traffic movement through the work area. Remove blotter material before placing the surface. Dispose of blotter material according to applicable state and federal requirements.

END OF SECTION 321280

## SECTION 32 13 13

### CONCRETE PAVEMENT

#### PART 1 - GENERAL

- 1.1 The General Conditions, Special Provisions and applicable requirements of Division 1 - General Requirements are hereby made a part of this section.
- 1.2 SCOPE: This work consists of street pavement, sidewalk, curb and gutter or rip rap slope pavement composed of Portland Cement Concrete with or without reinforcement, constructed on subgrade or base courses prepared in accordance with these specifications and to the lines, grades, thicknesses and typical cross-sections shown on the plans. Reinforcement, when required, will be subsidiary to the specified Concrete Pavement.
- 1.3 Submittals shall be in accordance with Section 01 33 00 - SUBMITTALS, and shall include:
  - A. Manufacturer's Literature: Descriptive data of installation methods and procedures.
  - B. Certificates: Manufacturer's certification that materials meet specification requirements.

#### PART 2 - PRODUCTS

- 2.1 Portland cement concrete shall conform to the requirements of this section for each type and strength indicated in the plans.
- 2.2 JOINT FILLER AND SEALER: Joint sealants and expansion joint filler materials shall conform to "Item #433, JOINT SEALANTS & FILLERS" in the 1993 edition of TXDOT Standard Specifications for Construction of Highways, Streets and Bridges.
- 2.3 STEEL REINFORCEMENT: Reinforcing bars shall conform to the requirements of AASHTO M31 or M53, Grade 60. Fabricated bar mats may be used if they conform to the requirements of AASHTO M54.
- 2.4 DOWELS AND TIE BARS: Dowels and tie bars shall conform to the requirements of AASHTO M31 or M53, Grade 60 or Grade 40, as specified on the plans. Tie bars shall be deformed meeting the requirements of AASHTO M31 or M53. Dowel and tie bars may conform to the requirements of AASHTO M 42, except that rail steel shall not be used for tie bars that are to be bent or restrengthened during construction. Dowel bars shall be plain round bars of the size specified and the ends shall be sawed. Before delivery to the construction site, a minimum of two-thirds of the length of each dowel bar shall be painted with one coat of lead or tar paint. Prior to placement of concrete, the dowels shall be coated with grease if specified on the plans.
- 2.5 WATER: Water used in mixing or curing shall be as clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product as possible. Water will be tested in accordance with the requirements of AASHTO Method T26. Water known to be of potable quality may be used without testing.



- 2.6 COVER MATERIALS FOR CURING: Curing materials shall conform to one of the following specifications:
- A. "Sheet Materials for Curing Concrete" shall conform to AASHTO M171.
  - B. "Burlap Cloth Made from Jute or Kenaf" shall conform to AASHTO M182, Class 3.
  - C. "Liquid Membrane - Forming Compounds for Curing Concrete" shall conform to AASHTO M148, Type 2 (all-resin base), or Federal Specification TT-C-800, Type 2. Liquid Membrane shall be delivered and stored in bulk. Bulk storage shall be equipped with an agitator. All membranes shall be pigmented to allow visible inspection of coverage.
- 2.7 POZZOLANIC ADMIXTURE: The use of fly ash as a partial replacement for cement in pavement mix designs, at the rate specified in this paragraph will be allowed at the Contractor's option. Pozzolanic admixtures shall be fly ash meeting the requirements of ASTM C-618; Type C except loss on ignition shall not exceed three (3) percent. When fly ash is used as a partial replacement for cement, the minimum cement content may be met by considering portland cement plus fly ash as the total cementitious component. The replacement rate should not exceed 15 percent.

### PART 3 - EXECUTION

- 3.1 EQUIPMENT: Equipment and tools necessary for handling materials and performing all parts of the work shall be approved by the Engineer as to design, capacity, and mechanical condition. The equipment shall be at the job site before the start of construction operations for examination and approval.
- A. Batching Plant and Equipment.
    - 1. General. The batching plant shall include bins, weighing hoppers, and scales for the fine aggregate and coarse aggregate. If bulk cement is used, a bin, hopper, and a separate scale for cement shall be included. The weighing hoppers shall be properly sealed and vented to preclude dusting during operation.
    - 2. Bins and Hopper. Bins with adequate separate compartments for fine aggregate and coarse aggregate shall be provided in the batching plant. Each compartment shall discharge efficiently and freely into the weighing hopper. Means of control shall be provided so that, as the quantity desired in the weighing hopper is approached, the material may be added slowly and shut off with precision. A port or other opening for removing an overload of any one of the several materials from the hopper shall be provided. Weighing hoppers shall be constructed to eliminate accumulations of materials and to discharge fully.
    - 3. Scales. The scales for weighing aggregates and cement shall be of either the beam or the springless dial type. They shall be accurate within 0.5 percent throughout their range of use. When beam-type scales are used, provisions such as a "telltale" dial shall be made for indicating to the operator that the required load in the weighing hopper is being approached. A device on the weighing beams shall clearly indicate critical position. Poises shall be designed to be locked in any position and to prevent

unauthorized change. The weight beam and "telltale" device shall be in full view of the operator while charging the hopper, and the operator shall have convenient access to all controls.

Scales shall be inspected and sealed as often as the Engineer may deem necessary to assure their continued accuracy. The Contractor shall have on hand not less than ten 50-pound (23 kg) weights for testing of all scales when directed by the Engineer.

B. Mixers.

1. General. Concrete may be mixed at a central plant, or wholly or in part in truck mixers. Each mixer shall have attached in a prominent place a manufacturer's nameplate showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades.

A device accurate within 3 percent and satisfactory to the Engineer shall be provided at the mixer for determining the amount of air-entraining agent or other admixture to be added to each batch requiring such admixtures.

Mixers shall be examined daily for the accumulation of hard concrete or mortar and the wear of blades.

2. Central Plant Mixer. Mixing shall be in an approved mixer capable of combining the aggregates, cement, and water into a thoroughly mixed and uniform mass within the specified mixing period, and of discharging the mixture without segregation. Central plant mixers shall be equipped with an acceptable timing device that will not permit the batch to be discharged until the specified mixing time has elapsed. The water system for a central mixer shall be either a calibrated measuring tank or a meter and shall not necessarily be an integral part of the mixer.

The mixers shall be examined daily for changes in condition due to accumulation of hard concrete or mortar or wear of blades. The pickup and throwover blades shall be replaced when they have worn down 3/4-inch (19 mm) or more. The Contractor shall have a copy of the manufacturer's design on hand showing dimensions and arrangement of blades in reference to original height and depth.

3. Truck Mixers and Truck Agitators. Truck mixers used for mixing and hauling concrete and truck agitators used for hauling central-mixed concrete shall conform to the requirements of ASTM C94.

C. Finishing Equipment.

1. Finishing Machine. The finishing machine shall be equipped with one or more oscillating-type transverse screeds.

2. Vibrators. For side-form construction, vibrators may be either the surface pan type for pavements less than 8 inches (20 cm) thick or the internal type with either immersed tube or multiple spuds, for the full width of the concrete slab. They may be attached to the spreader or the finishing machine, or they may be mounted on a separate carriage. They shall not come in contact with the joint, load-transfer devices, subgrade, or side forms. The frequency of the surface vibrators shall not be less than 3,500 vibrations per minute, and the frequency of the internal type shall not be less than 7,000 vibrations per minute for spud vibrators. When spud-type internal vibrators are used adjacent to the side forms, they shall have a frequency of not less than 3,500 vibrations per minute. Hand vibrators should be used to consolidate the concrete along forms and other isolated areas.

For slip-form construction, the paver shall vibrate the concrete for the full width and depth of the strip of pavement being placed. Vibration shall be accomplished by internal vibrators with a frequency range variable between 7,000 and 12,000 vibrations per minute. The amplitude of vibration shall be between 0.025 (0.6 mm) and 0.06 (1.5 mm) inches.

The number, spacing, frequency, and eccentric weights shall be provided as necessary to achieve an acceptable concrete density and finishing quality. Adequate power to operate all vibrators at the weight and frequency required for a satisfactory finish shall be available on the paver. The internal vibrators may be supplemented by vibrating screeds operating on the surface of the concrete. The frequency of surface vibrators shall not be less than 3,500 vibrations per minute. The Contractor shall furnish a tachometer or other suitable device for measuring the frequency of the vibrators. The vibrators and tamping elements shall be automatically controlled so that they shall be stopped as forward motion ceases. Any override switch shall be of the springloaded, momentary contact type.

For hand placed pavement the contractor shall consolidate concrete with the use of a hand held vibrator regardless of the type of strike off machinery used. Vibration shall be done to sufficiently remove air voids and consolidate concrete around reinforcing steel and side forms. **VIBRATORS SHALL NOT BE USED TO DISTRIBUTE CONCRETE.** The contractor shall limit disturbances of consolidated concrete during strike-off and finishing by using adequately sized floats and straight edges as approved by the Engineer. Vibrators, floats, and finishing tools to be on job site at all times during concrete placement.

3. Concrete Saw. When sawing of joints is specified, the Contractor shall provide sawing equipment adequate in number of units and power to complete the sawing to the required dimensions and at the required rate. The Contractor shall provide at least one standby saw in good working order. An ample supply of saw blades shall be maintained at the site of the work at all times during sawing operations. The Contractor shall provide adequate artificial lighting facilities for night sawing. All of this equipment shall be on the job both before and at all times during concrete placement.

4. Forms. Straight side forms shall be made of steel having a thickness of not less than 7/32 inch (6 mm) and shall be furnished in sections not less than 10 feet (3 m) in length. Forms shall have a depth equal to the prescribed edge thickness of the concrete without horizontal joint, and a base width equal to the depth of the forms. Flexible or curved forms of proper radius shall be used for curves of 100-foot (31 m) radius or less. Flexible or curved forms shall be of a design acceptable to the Engineer. Forms shall be provided with adequate devices for secure settings so that when in place they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Flange braces shall extend outward on the base not less than two-thirds the height of the form. Forms with battered top surfaces and bent, twisted, or broken forms shall be removed from the work. Repaired forms shall not be used until inspected and approved. Built-up forms shall not be used, except as approved by the Engineer. The top face of the form shall not vary from a true plane more than 1/8 inch (3 mm) in 10 feet (3 m), and the upstanding leg shall not vary more than 1/4-inch (6 mm). The forms shall contain provisions for locking the ends of abutting sections together tightly for secure setting.
5. Slip-form Pavers. The paver shall be fully energized, self-propelled, and designed for the specific purpose of placing, consolidating, and finishing the concrete pavement, true to grade, tolerances, and cross section. It shall be of sufficient weight and power to construct the maximum specified concrete paving lane width as shown in the plans, at adequate forward speed, without transverse, longitudinal or vertical instability or without displacement. The paver shall be equipped with electronic or hydraulic horizontal and vertical control devices.

- 3.2 FORM SETTING: Forms shall be set sufficiently in advance of the concrete placement to insure continuous paving operation. After the forms have been set to correct grade, the grade shall be thoroughly tamped, either mechanically or by hand, at both the inside and outside edges of the base of the forms. Forms shall be staked into place with not less than 3 pins for each 10-foot (3 m) section. A pin shall be placed at each side of every joint.

Form sections shall be tightly locked and shall be free from play or movement in any direction. The forms shall not deviate from true line by more than 1/4-inch (6 mm) at any joint. Forms shall be so set that they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms shall be cleaned and oiled prior to the placing of concrete.

The alignment and grade elevations of the forms shall be checked and corrections made by the Contractor immediately before placing the concrete. When any form has been disturbed or any grade has become unstable, the form shall be reset and rechecked.

CONDITIONING OF UNDERLYING COURSE AND REINFORCING: The prepared grade shall be well moistened with water, without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from the concrete. Ruts or depressions in the subgrade or subbase caused by hauling or usage of other equipment shall be filled as they develop with suitable material (not with concrete or concrete aggregates) and thoroughly compacted by rolling. If damage occurs to a stabilized

subbase, it shall be corrected full depth by the Contractor, or the damaged areas filled with concrete integral with the pavement. All excess material shall be removed. Low areas may be filled and compacted to a condition similar to that of the surrounding grade, or filled with concrete integral with the pavement. In cold weather, the underlying subbase shall be protected so that it will be entirely free from frost when the concrete is placed. The use of chemicals to eliminate frost in the underlying material will not be permitted. The work described under the foregoing paragraphs does not constitute a regular subgrading operation, but rather a final accurate check of the underlying course.

Reinforcing steel, at the time concrete is placed, shall be free of mud, oil, or other organic matter that may adversely affect or reduce bond. Reinforcing steel with rust, mill scale, or a combination of both will be considered satisfactory, provided the minimum dimensions, weight, and tensile properties of a hand wire-brushed test specimen are not less than the applicable ASTM specification requirements and provided the rust or scale is not loose. Reinforcing bars shall be securely wired together at all intersections and splices and shall be securely wired to each dowel and load transmission unit intersected. All bars shall be installed in their required position as shown on the plans.

- 3.3 MIXING CONCRETE: The concrete may be mixed at the work site, in a central mix plant or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time shall be measured from the time all materials, except water, are emptied into the drum. Ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C94, except that the minimum required revolutions of the mixing speed for transit mixed concrete may be reduced to not less than that recommended by the mixer manufacturer. The number of revolutions recommended by the mixer manufacturer shall be indicated on the manufacturer's serial plate attached to the mixer.

When mixed at the work site or in a central mixing plant, the mixing time shall not be less than 50 seconds nor more than 90 seconds. Mixing time ends when the discharge chute opens. Transfer time in multiple drum mixers is included in mixing time. The contents of an individual mixer drum shall be removed before a succeeding batch is emptied therein.

The mixer shall be operated at the drum speed as shown on the manufacturer's nameplate on the approved mixer. Any concrete mixed less than the specified time shall be discarded at the Contractor's expense. The volume of concrete mixed per batch shall not exceed the mixer's nominal capacity in cubic feet (cubic meters), as shown on the manufacturer's standard rating plate on the mixer. An overload up to 10 percent above the mixer's nominal capacity may be permitted provided concrete test data for segregation and uniform consistency are satisfactory, and provided no spillage of concrete takes place. The batch shall be charged into the drum so that a portion of the mixing water shall enter in advance of the cement and aggregates. The flow of water shall be uniform, and all water shall be in the drum by the end of the first 15 seconds of the mixing period. The throat of the drum shall be kept free of such accumulations as may restrict the free flow of materials into the drum.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or nonagitator trucks. The time elapsing from the time water is added to the mix until the concrete is deposited in place at the work site shall not exceed 30 minutes when the concrete is hauled in nonagitator trucks, nor 60 minutes when the concrete is hauled in truck mixers or truck agitators. Retempering concrete by adding water or by other means will not be permitted, except when concrete is delivered in transit mixers. With transit mixers additional water may be added to the batch materials and

additional mixing performed to increase the slump to meet the specified requirements, if permitted by the Engineer. All these operations must be performed within 45 minutes after the initial mixing operations and the water-cement ratio must not be exceeded. Admixtures for increasing the workability or for accelerating the set will be permitted only when specified for in the contract.

- 3.4 LIMITATIONS OF MIXING: No concrete shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

Unless authorized in writing by the Engineer, mixing and concreting operations shall be discontinued when a descending air temperature in the shade and away from artificial heat reaches 40 degrees F (4 degrees C) and shall not be resumed until an ascending air temperature in the shade and away from artificial heat reaches 35 degrees F (2 degrees C).

When concreting is authorized during cold weather, the aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be arranged to preclude the possible occurrence of overheated areas which might be detrimental to the materials. Unless otherwise authorized, the temperature of the mixed concrete shall not be less than 50 degrees F (10 degrees C) at the time of placement in the forms.

If the air temperature is 35 degrees F (2 degrees C) or less at the time of placing concrete, the Engineer may require the water and/or the aggregates to be heated to not less than 70 degrees F (21 degrees C) nor more than 150 degrees F (66 degrees C). Concrete shall not be placed on frozen subgrade nor shall frozen aggregates be used in the concrete.

During periods of warm weather when the maximum daily air temperature exceeds 85 degrees F (30 degrees C), the following precautions should be taken. The forms and/or the underlying material shall be sprinkled with water immediately before placing the concrete. The concrete shall be placed at the coolest temperature practicable, and in no case shall the temperature of the concrete when placed exceed 90 degrees F (32 degrees C). The aggregate and/or mixing water shall be cooled as necessary to maintain the concrete temperature at or not more than the specified maximum.

- 3.5 PLACING CONCRETE:

- A. Side-form Method: For the side-form method, the concrete shall be deposited on the moistened grade to require as little rehandling as possible. Unless truck mixers, truck agitators, or nonagitating hauling equipment are equipped with means for discharge of concrete without segregation of the materials, the concrete shall be unloaded into an approved spreading device and mechanically spread on the grade to prevent segregation of the materials. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels -- **NOT RAKES**. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Concrete for side-form construction shall be placed on cement treated base. No concrete shall be placed before the cement treated base has obtained a compressive strength specified at 7 days.

When concrete is to be placed adjoining a previously constructed lane of pavement and when mechanical equipment will be operated upon the existing lane of pavement, the concrete shall be at least 7 days old and at a flexural strength approved by the Engineer. If only finishing equipment is carried on the existing lane, paving in adjoining lanes may be permitted after 3 days, if approved by the Engineer.

Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies by means of vibrators inserted in the concrete. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. In no case shall the vibrator be operated longer than 15 seconds in any one location, nor shall the vibrators be used to move the concrete. Concrete shall be deposited as near to expansion and contraction joints as possible without disturbing them but shall not be dumped from the discharge bucket or hopper onto a joint assembly unless the hopper is well centered on the joint assembly.

Should any concrete materials fall on or be worked into the surface of a completed slab, they shall be removed immediately by approved methods.

- B. Slip Form Method. For the slip-form method, the concrete shall be placed with an approved crawler-mounted, slip-form paver designed to spread, consolidate, and shape the freshly placed concrete in one

Complete pass of the machine so that a minimum of hand finishing will be necessary to provide a dense and homogeneous pavement in conformance with requirements of the plans and specifications. The concrete should be placed directly on top of the joint assemblies to prevent them from moving when the paver moves over them. Side forms and finishing screeds shall be adjustable to the extent required to produce the specified pavement edge and surface tolerance. The side forms shall be of dimensions, shape, and strength to support the concrete laterally for a sufficient length of time so that no appreciable edge slumping will occur. Final finishing shall be accomplished while the concrete is still in the plastic state.

Concrete for slip form construction shall be placed on cement treated base or lime stabilized subgrade. No concrete shall be placed before the cement treated base has obtained the compressive strength specified at 7 days. The Contractor shall set grade stakes and stringline for each lane placement. The stringline shall be supported at intervals of not more than 25 feet. Additional supports shall be installed to prevent sag of the stringline. The horizontal alignment of the stringline shall be within plus or minus 1/4-inch in 10 feet of true alignment. The Contractor shall provide a suitable method of securing the stringline to maintain proper grade where vertical curves are to be constructed.

- C. Hand Placement Method. When the hand method of striking off and consolidating is permitted, the concrete, as soon as placed, shall be approximately leveled and then truck off and screeded to such elevation above grade that, when consolidated and finished, the surface of the pavement shall be at the grade elevation shown on the plans. The entire surface shall then be tamped and the concrete consolidated so as to insure maximum compaction and a minimum of voids. For the strike off and consolidation, both a strike template and tamping template shall be provided

on the work. In operation the strike template shall be moved forward with a combined longitudinal and transverse motion and so manipulated that neither end of the template is raised from the forms during the striking-off process. A slight excess of material shall be kept in front of the cutting edge at all times. The straightedging, surfacing and joint finishing shall be as described herein.

- 3.6 STRIKE-OFF OF CONCRETE: Following the placing of the concrete, it shall be struck off to conform to the cross section shown on the plans and to an elevation such that when the concrete is properly consolidated and finished, the surface of the pavement shall be at the elevation shown on the plans. All reinforcement shall be positioned in advance of concrete placement. All reinforcing bars and bar mats shall be installed in the slab at the required depth below the finished surface and supported by chairs installed on 4-foot centers. After the reinforcing steel is securely installed above the subgrade, as specifically required by plans and as herein prescribed, there shall be no loading imposed upon (or walking upon) the bar mats or individual bars that will cause deformation of reinforcing before or during the placing or finishing of the concrete.

3.7 JOINTS.

A. General:

A. Longitudinal and Transverse Joints. Longitudinal and transverse joints shall be constructed as indicated on the plans and in accordance with these requirements. All joints shall be constructed true to line with their faces perpendicular to the surface of the pavement. Joints shall not vary more than 1/2-inch (13 mm) from a true line or from their designated position. The vertical surface of the pavement adjacent to all expansion joints shall be finished to a true plane and edged to a radius of 1/4-inch (6 mm) or as shown on the plans. The surface across the joints shall be tested with a 10-foot (3 m) straightedge as the joints are finished and any irregularities in excess of 1/4-inch (6 mm) shall be corrected before the concrete has hardened. Longitudinal construction joints that do not meet these requirements or which show significant cracking or planes of weakness shall be sawed-off full depth at the Contractor's expense using the minimum practical width at locations designated by the Engineer. When required, keyways shall be accurately formed with a template of metal or wood. The gauge or thickness of the material in the template shall be such that the full keyway, as specified, is formed and is in the correct location. Transverse joints shall be right

B. Angles to the centerline of the pavement and shall extend the full width of the slab. All joints shall be so prepared, finished, or cut to provide a groove of the width and depth shown on the plans.

B. Tie Bars: Tie bars shall consist of deformed bars installed principally in longitudinal joints as shown on the plans or the bars shall be extensions of the distributed reinforcing steel across the joints. Tie bars shall be placed at right angles to the centerline of the concrete slab. They shall be held in position parallel to the surface and midway between the surfaces of the slab. These bars shall not be painted, greased, or enclosed in sleeves. At all locations where tie bars are specified and where pavement is in place, the tie bars shall be inserted by drilling and grouting



with approved epoxy material. Tie bars in longitudinal construction joints may be installed by bending the bars flush with a keyed joint.

- C. Dowel Bars: If used, dowel bars or other load-transfer units of an approved type shall be placed across transverse or other joints in the manner as specified on the plans. They shall be of the dimensions and spacings as shown and held rigidly in the middle of the slab depth in the proper horizontal and vertical alignment by an approved assembly device to be left permanently in place. The dowel or load-transfer and joint devices shall be rigid enough to permit complete assembly as a unit ready to be lifted and placed into position. A metal, or other type, dowel expansion cap or sleeve shall be furnished for each dowel bar used with expansion joints. These caps shall be substantial enough to prevent collapse and shall be placed on the ends of the dowels as shown on the plans. The caps or sleeves shall fit the dowel bar tightly and the closed end shall be watertight.
- D. Installation: Joints in concrete pavements shall be cut as shown on the plans. Equipment shall be as described in Paragraph 3.1. The circular cutter shall be capable of cutting a groove in a straight line and shall produce a slot at least 1/8-inch (3 mm) wide and to the depth shown on the plans. When shown on the plans or required by the specifications, the top portion of the slot or groove shall be widened by means of a second shallower cut or by suitable and approved beveling to provide adequate space for joint sealers. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling, or tearing. Sawing shall be carried on both during the day and night as required. The joints shall be sawed at the required spacing consecutively in sequence of the concrete placement, unless otherwise approved by the Engineer.
- D. Longitudinal Joints.
  - 1. Construction. Longitudinal construction joints shall be formed against suitable side forms (usually made of steel) with or without keyways. Wooden forms may be used under special conditions, when approved by the Engineer. Where butt-type joints with dowels are designated, the dowels for this type shall be painted and greased. The edges of the joint shall be finished with a grooving tool or edging tool, and a space or slot shall be formed along the joint of the dimensions, as indicated, to receive the joint sealing material. Longitudinal construction joints shall be sawed to provide a groove at the top conforming to the details and dimensions indicated on the plans. Provisions shall be made for the installation of tie bars as noted on the plans.
  - 2. Contraction or Weakened-plane type. The longitudinal groove sawed in the top of the slab shall be installed where indicated on the drawings. The groove shall be sawed with approved equipment in the hardened concrete to the dimensions required. The sawed groove shall be straight and of uniform width and depth. The groove shall be clean cut so that spalling will be avoided at intersections with transverse joints. Tie bars or distributed reinforcing steel shall be installed across these joints were indicated on the plans.

3. Expansion. Longitudinal expansion joints shall be installed as indicated on the plans. The premolded filler, of the thickness as shown on the plans, shall extend for the full depth and width of the slab at the joint, except for space for sealant at the top of the slab. The filler shall be securely staked or fastened into position perpendicular to the proposed finished surface. A cap shall be provided to protect the top edge of the filler and to permit the concrete to be placed and finished. After the concrete has been placed and struck off, the cap shall be carefully withdrawn leaving the space over the premolded filler. The edges of the joint shall be finished and tooled while the concrete is still plastic.

E. Transverse Joints.

1. Expansion. Transverse expansion joints shall be installed at the locations and spacing as shown on the plans. The joints shall be installed at right angles to the centerline and perpendicular to the surface of the pavement. The joints shall be installed and finished to insure complete separation of the slabs. Expansion joints shall be of a premolded type conforming to these specifications and with the plans and shall be the full width of the pavement strip.

All concrete shall be cleaned from the top of the joint material. Before the pavement is opened to traffic, this space shall be swept clean and filled with approved joint sealing material.

All devices used for the installation of expansion joints shall be approved by the Engineer. They shall be easily removable without disturbing the concrete and held in proper transverse and vertical alignment. Immediately after forms are removed, any concrete bridging the joint space at the ends shall be removed for the full width and depth of the joint.

When specified, expansion joints shall be equipped with dowels of the dimensions and at the spacing and location indicated on the plans. The dowels shall be firmly supported in place and accurately aligned parallel to the subgrade and the centerline of the pavement by means of a dowel assembly which will remain in the pavement and will ensure that the dowels are not displaced during construction.

Other types of load-transfer devices may be used, when approved by the Engineer.

2. Contraction. Transverse contraction joints, weakened-plane joints, or both, shall be installed at the locations and spacing as shown on the plans. These joints will be installed by sawing a groove into the concrete surface after the concrete has hardened in the same manner as specified in Paragraph 3.8(c)(2). Dowel bar assemblies shall be installed, when required, as shown on the plans.
3. Construction. Transverse construction joints shall be installed at the end of each day's placing operations and at any other points within a paving lane when concrete placement is interrupted for more than 30 minutes or it appears that the concrete will

obtain its initial set before fresh concrete arrives. When the installation of the joint can be planned in advance, it shall be located at a contraction or expansion joint. The joint shall not be allowed within 8 feet (2.4 m) of a regular spaced transverse joint. If the pouring of the concrete has been stopped, causing a joint to fall within this limit, it shall not be installed, and the fresh placed concrete shall be removed back to the 8 foot (2.4 m) limit.

### 3.8 FINAL STRIKE-OFF, CONSOLIDATION, AND FINISHING:

- A. Sequence. The sequence of operations shall be the strike-off and consolidation, floating and removal of laitance, straightedging, and final surface finish. **The addition of superficial water to the surface of the concrete to assist in finishing operations generally will not be permitted.** If the application of water to the surface is permitted, it shall be applied as a fog spray by means of approved spray equipment.
- B. Finishing at Joints. The concrete adjacent to joints shall be compacted or firmly placed without voids or segregation against the joint material; it shall be firmly placed without voids or segregation under and around all load-transfer devices, joint assembly units, and other features designed to extend into the pavement. Concrete adjacent to joints shall be mechanically vibrated. After the concrete has been placed and vibrated adjacent to the joints, the finishing machine shall be operated in a manner to avoid damage or misalignment of joints. If uninterrupted operations of the finishing machine, to, over, and beyond the joints, cause segregation of concrete, damage to, or misalignment of the joints, the finishing machine shall be stopped when the screed is approximately 8 inches (20 cm) from the joint. Segregated concrete shall be removed from the front of and off the joint; the screed shall be lifted and set directly on top of the joint, and the forward motion of the finishing machine shall be resumed. Thereafter, the finishing machine may run over the joint without lifting the screed, provided there is no segregated concrete immediately between the joint and the screed or on top of the joint.
- C. Machine Finishing. The concrete shall be spread as soon as it is placed, and it shall be struck off and screeded by an approved finishing machine. The machine shall go over each area as many times and at such intervals as necessary to give the proper consolidation and to leave a surface of uniform texture. Excessive operation over a given area shall be avoided. When side forms are used, the tops of the forms shall be kept clean by an effective device attached to the machine, and the travel of the machine on the forms shall be maintained true without lift, wobbling, or other variation tending to affect the precision finish. During the first pass of the finishing machine, a uniform ridge of concrete shall be maintained ahead of the front screed for its entire length. When in operation, the screed shall be moved forward with a combined longitudinal and transverse shearing motion, always moving in the direction in which the work is progressing, and so manipulated that neither end is raised from the side forms during the striking-off process. If necessary, this shall be repeated until the surface is of uniform texture, true to grade and cross section, and free from porous areas.
- D. Hand Finishing. Hand finishing methods will not be permitted, except under the following conditions: In the event of breakdown of the mechanical equipment, hand methods may be used to finish the concrete already deposited on the grade; in areas of narrow widths or of irregular

dimensions where operation of the mechanical equipment is impractical. Concrete, as soon as placed, shall be struck off and screeded. An approved portable screed shall be used.

The screed for the surface shall be at least 2 feet (0.6 m) longer than the maximum width of the slab to be struck off. It shall be of approved design, sufficiently rigid to retain its shape, and shall be constructed either of metal or of other suitable material covered with metal. Wood will not be permitted. Consolidation shall be attained by the use of a suitable vibrator.

- E. Floating. After the concrete has been struck off and consolidated, it shall be further smoothed, trued, and consolidated by means of a longitudinal float, using one of the following methods:
1. Hand Method. The hand-operated longitudinal float shall not be less than 12 feet (3.6 m) in length and 6 inches (15 cm) in width, properly stiffened to prevent flexibility and warping. The longitudinal float, operated from foot bridges resting on the side forms and spanning but not touching the concrete, shall be worked with a sawing motion, while held in a floating position parallel to the slab centerline and passing gradually from one side of the slab to the other. Forward movement along the centerline of the slab shall be in successive advances of not more than one-half the length of the float. Any excess water or soup material shall be wasted over the slab edge on each pass.
  2. Mechanical Method. The Contractor may use a machine composed of a cutting and smoothing float(s), suspended from and guided by a rigid frame. The frame shall be carried by four or more visible wheels riding on, and constantly in contact with, the side forms or pavement subgrade. If necessary, long-handled floats having blades not less than 5 feet (1.5 m) in length and 6 inches (1.5 cm) in width may be used to smooth and fill in open-textured areas in the slab. Long-handled floats shall not be used to float the entire surface of the slab in lieu of mechanical methods. After floating, any excess water and laitance shall be removed from the surface of the slab by a straightedge 10 feet (3 m) or more in length. Successive drags shall be lapped one-half the length of the blade.
- F. Straight-edge Testing and Surface Correction. After the pavement has been struck off and consolidated and while the concrete is still plastic, it shall be tested for trueness with a 16-foot (4.8 m) straightedge. For this purpose the Contractor shall furnish and use an accurate 16-foot (4.8 m) straightedge swung from handles 3 feet (0.4 m) longer than one-half the width of the slab. The straightedge shall be held in contact with the surface in successive positions parallel to the centerline and the whole area gone over from one side of the slab to the other, as necessary. Advancing shall be in successive stages of not more than one-half the length of the straightedge. Any excess water and laitance shall be removed from the surface of the pavement. Any depressions shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets the requirements for smoothness. Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge and until the slab conforms to the required grade and cross section. The use of long-handled wood floats shall be confined to a

minimum; they may be used only in emergencies and in areas not accessible to finishing equipment.

- 3.9 SURFACE TEXTURE: A light broom drag shall be used for slab concrete pavements. The direction of the texture device shall be as directed by the Engineer. Contractor to match existing pavement finishes.
- 3.10 SURFACE TEST: As soon as the concrete has hardened sufficiently, the pavement surface shall be tested with a 16-foot (5 m) straightedge or other specified device to determine its compliance with design grades. Where the departure from correct cross section exceeds ½ inch (13 mm), the pavement shall be ground down with a approved grinding machine to within 1/4 inch of tolerance or removed and replaced at the expense of the Contractor when so directed by the Engineer. Cracked or damaged slabs shall be removed and replaced at the expense of the Contractor when so directed by the Engineer.

Any area or section so removed shall not be less than 20 feet (6 m) in length nor less than the full width of the lane involved. When it is necessary to remove and replace a section of pavement, and remaining portion of a slab adjacent to the joints that is less than 10 feet (3 m) in length shall also be removed and replaced.

- 3.11 CURING: Immediately after the finishing operations have been completed and marring of the concrete will not occur, the entire surface of the newly placed concrete shall be cured in accordance with one of the methods below. In all cases in which curing requires the use of water, the curing shall have prior right to all water supply or supplies. Failure to provide sufficient cover material of whatever kind the Contractor may elect to use, or lack of water to adequately take care of both curing and other requirements, shall be cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than 1/2 hour during the curing period. The following are alternate approved methods for curing concrete pavements.

- A. Impervious Membrane Method. The entire surface of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place. The curing compound shall not be applied during rainfall. Curing compound shall be applied by mechanical sprayers under pressure at the rate of 1 gallon (4 liters) to not more than 150 square feet (14 square meters). The spraying equipment shall be of the fully atomizing type equipped with a tank agitator. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. During application the compound shall be stirred continuously by effective mechanical means. Hand spraying of odd widths or shapes and concrete surfaces exposed by the removal of forms will be permitted. Curing compound shall not be applied to the inside faces of joints to be sealed, but approved means shall be used to insure proper curing for 72 hours. The curing compound shall be of such character that the film will harden within 30 minutes after application. Should the film become damaged from any cause within the required curing period, the damaged portions shall be repaired immediately with additional compound. Upon removal of the side forms, the sides of the exposed slabs shall be protected immediately to provide a curing treatment equal to that provided for the surface. For the Impervious Membrane Method, the Contractor is encouraged to include Polyethylene Film

dispensing equipment in the Paving Train to provide protection to the finished work in case of rainfall.

- B. Polyethylene Films. The top surface and sides of the pavement shall be entirely covered with polyethylene sheeting. The units shall be lapped at least 18 inches (457 mm). The sheeting shall be placed and weighted to cause it to remain in contact with the surface covered. The sheeting shall have dimensions that will extend at least twice the thickness of the pavement beyond the edges of the pavement. Unless otherwise specified, the sheeting shall be maintained in place for 72 hours after the concrete has been placed.
- C. Waterproof Paper. The top surface and sides of the pavement shall be entirely covered with waterproofed paper. The units shall be lapped at least 18 inches (457 mm). The paper shall be placed and weighted to cause it to remain in contact with the surface covered. The paper shall have dimensions that will extend at least twice the thickness of the pavement beyond the edges of the slab. The surface of the pavement shall be thoroughly wetted prior to placing of the paper. Unless otherwise specified, the paper shall be maintained in place for 72 hours after the concrete has been placed.
- D. White Burlap-Polyethylene Sheets. The surface of the pavement shall be entirely covered with sheeting. The sheeting used shall be such length (or width) that it will extend at least twice the thickness of the pavement beyond the edges of the slab. The sheeting shall be placed so that the entire surface and both edges of the slab are completely covered. The sheeting shall be placed and weighted to remain in contact with the surface covered, and the covering shall be maintained fully wetted and in position for 72 hours after the concrete has been placed.
- E. Curing in Cold Weather. When the average daily temperature is below 40 degrees F (4 degrees C), curing shall consist of covering the newly laid pavement with not less than 12 inches (30 cm) of loose, dry hay or straw, or equivalent protective curing authorized by the Engineer, which shall be retained in place for 10 days. The hay or straw shall be secured to avoid being blown away. Admixture for curing or temperature control may be used only when authorized by the Engineer.

When concrete is being placed and the air temperature may be expected to drop below 35 degrees F (2 degrees C), a sufficient supply of straw, hay, grass, or other suitable blanketing material such as burlap or polyethylene shall be provided along the work. Any time the temperature may be expected to reach the freezing point during the day or night, the material so provided shall be spread over the pavement to a sufficient depth to prevent freezing of the concrete. The period of time such protection shall be maintained shall not be less than 10 days. A minimum of 3 days is required when high, early strength concrete is used. The Contractor shall be responsible for the quality and strength of the concrete placed during cold weather, and any concrete injured by frost action shall be removed and replaced at the Contractor's expense.

- 3.12 REMOVING FORMS: Unless otherwise specified, forms shall not be removed from freshly placed concrete until it has set for at least 12 hours, except where auxiliary forms are used temporarily in widened areas. Forms shall be removed carefully to avoid damage to the pavement. After the forms have been removed, the sides of the slab shall be cured as outlined in one of the methods indicated in

Paragraph 3.17. Major honeycombed areas shall be considered as defective work and shall be removed and replaced. Any area or section so removed shall not be less than 20 feet (6 m) in length nor less than the full width of the lane involved. When it is necessary to remove and replace a section of pavement, any remaining portion of the slab adjacent to the joints that is less than 10 feet (3 m) in length shall also be removed and replaced.

- 3.13 SEALING JOINTS: The joints in the pavement shall be prepared and sealed in strict accordance with the sealant manufacturer's printed recommendations.
- 3.14 PROTECTION OF PAVEMENT: The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by the Contractor's employees and agents. This shall include watchmen to direct traffic and the erection and maintenance of warning signs, lights, pavement bridges, or crossovers, etc. The plans or special provisions will indicate the location and type of device or facility required to protect the work and provide adequately for traffic. Any damage to the pavement occurring prior to final acceptance shall be repaired or the pavement replaced at the Contractor's expense. In order that the concrete be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor is encouraged to have available at all times materials for the protection of edges and surface of the unhardened concrete. Such protective materials shall consist of rolled polyethylene sheeting at least 4 mils (0.1 mm) thick of sufficient length and width to cover the plastic concrete slab and any edges. The sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel should begin covering the surface of the unhardened concrete with the protective covering.
- 3.15 OPENING TO TRAFFIC: The Engineer shall decide when the pavement shall be opened to traffic. The pavement will not be opened to traffic until test specimens molded and cured in accordance with ASTM C31 have attained a flexural strength of 550 pounds per square inch (3792 kPa) when tested in accordance with ASTM C78. If such tests are not conducted, the pavement shall not be opened to traffic until 14 days after the concrete was placed. Prior to opening to traffic, the pavement shall be thoroughly cleaned.
- 3.16 SURFACE AND THICKNESS TOLERANCES: Extreme care must be exercised in all phases of the operation to assure the pavement will pass the specified tolerances. The following tolerances are applicable:
- A. Lateral deviation from established alignment of the pavement edge shall not exceed plus or minus 0.10 foot (30 mm) in any lane.
  - B. Vertical deviation from established grade shall not exceed plus or minus 0.04 foot (12 mm) at any point.
  - C. Surface smoothness deviations shall not exceed 3/8 inch (6 mm) from a 16-foot (5 m) straightedge placed in any direction, including placement along and spanning any pavement joint or edge.

No additional payment over the contract unit price shall be made for any pavement of a thickness exceeding that required by plans.

- 3.17 INTEGRAL CURBS: Where shown on the drawings, integral curbs shall be installed to the dimension shown using identical concrete to the paving mix. Expansion and contraction joints shall extend through curb section. Reinforcing for integral curb, when shown on the plans, shall be supported from the ground with driven stakes or as directed by the Engineer. Once the forms are removed, all voided areas shall be rubbed and filled with non-shrink grout within 24 hours. If the forms are removed within 2 days of placement, the curb shall be treated with a specified curing membrane.
- 3.18 CONCRETE CURB AND GUTTER: Concrete curb and gutter shall be constructed using concrete of the type and strength specified in the plans. The placement, strike-off consolidation and finishing shall be made using applicable portions of this specification as determined by the Engineer. Contraction joints shall be placed at 20-foot centers with the use of a 1/2" deep grooving tool. Expansion joints shall be placed at a maximum spacing of 400 feet and at all radius points, curb returns and junctions with structures. For curves of 100 feet radius or less, contraction joints shall be tooled at 10-foot centers and expansion joints constructed at 50-foot centers. Expansion joints shall contain a minimum of two smooth dowels a minimum of one bar size larger than the longitudinal reinforcing and 3/4-inch thick expansion joint material of the type specified in the plans. Expansion joints shall be sealed in accordance with the plan details.
- 3.19 SIDEWALKS AND SLOPE PAVING: Concrete sidewalks and slope paving shall be constructed to use concrete of the type and strength specified in the plans. The placement, strike-off, consolidation and finishing shall be made using applicable portions of this specification as determined by the Engineer. Contraction joints shall be tooled at a depth of 1/2" at a spacing equal to the width of the sidewalk not to exceed six feet. For walks wider than six feet, longitudinal joints shall be tooled at equal spacing, not less than three feet. Edges shall be tooled with a 1/4-inch radius and finish slightly higher than adjacent curbs to ensure proper drainage if some settlement occurs. Expansion joints shall be placed at 100-foot intervals or at intersecting walk locations. Expansion joints shall be 3/4-inch in thickness and contain smooth dowels at not less than 12" spacing. The size of the dowels will be equal to the thickness of the sidewalk in inches. Scoring and tooling for barrier free ramps shall be made in accordance with governing City standards or as directed by the Engineer.
- 3.20 FIELD TEST SPECIMENS: Concrete samples shall be furnished by the Contractor and shall be taken in the field to determine the consistency, air content, and strength of the concrete. Compressive test cylinders shall be made each day that the concrete is placed. However, at the start of paving operations and when the aggregate source, aggregate characteristics, or mix design is changed, additional groups of test cylinders may be required until the Engineer is satisfied that the concrete mixture being used complies with the strength requirements of these specifications. Test ages will be 7 days and 28 days.

Test cylinders for compressive strength tests shall be taken and cured in accordance with ASTM C-31 and tested in accordance with ASTM C-39. At least four cylinders (a set) shall be made for each 1,000 cubic yards or fraction thereof placed and tested at 7 days and 28 days. No extra compensation will be allowed for materials and work involved in fulfilling these requirements. Concrete will be accepted on the basis of tests conducted on a "lot" of concrete. A lot will consist of 160 cubic yards and will be divided



into four equal sublots. One set of tests will be made for each subplot. Random samples will be taken from the plastic concrete at the site in accordance with accepted statistical procedures. The concrete shall be sampled in accordance with ASTM C172.

The lot will be accepted without adjustment in payment if the average 28 day compressive strength, based on four acceptance tests, indicates a strength deficiency of not less than 100 psi. The pay factor for 28-day compressive strengths showing a deficiency greater than 100 psi are listed in the table below.

PAY FACTOR SCHEDULE FOR COMPRESSIVE STRENGTH  
AT THE SPECIFIED INTERVAL

| Strength Deficiency<br>(Based on an Average of 4 Cylinders)<br>psi | Pay Factor<br>(Percent of Contract Unit Price)<br>psi |
|--------------------------------------------------------------------|-------------------------------------------------------|
| 0 - 100                                                            | 100                                                   |
| 100 - 150                                                          | 85                                                    |
| 151 - 200                                                          | 75                                                    |
| 201 - 250                                                          | 70                                                    |
| 251 - 300                                                          | 60                                                    |
| 301 - 375                                                          | 55                                                    |
| 375 - 500                                                          | 50                                                    |
| >500                                                               | Reject                                                |

END OF SECTION 321313

## SECTION 321723

### PAVEMENT MARKINGS

#### PART 1 - GENERAL

##### 1.1 GENERAL INFORMATION

- A. The following information has been provided as a general guideline for the use and disposal of traffic marking paints. It is also very beneficial to run a small test in a non-critical area in order to ensure the surface preparation; weather conditions, equipment and product are suitable and working properly.

#### PART 2 – PRODUCTS

|                           |                                                                                     |
|---------------------------|-------------------------------------------------------------------------------------|
| DESCRIPTION:              | AEXCEL 12W-D195 WHITE REGULAR-DRY<br>ALKYD ZONE MARKING PAINT, OR APROVED<br>EQUAL. |
| COLOR:                    | WHITE - FED. STD: 595B 37925                                                        |
| APPLICABLE SPECIFICATION: | TTP-85E & /115F TYPE I / AASHTO M-248 TYPE<br>S/ GSA A-A-2886B                      |
| TYPICAL USE:              | PARKING LOTS, AIRPORTS, SAFETY ZONES                                                |
| DRY TIME:                 | MAXIMUM 30 MINUTES @ 77°F                                                           |
| COVERAGE:                 | APPROX. 320 LINEAR FEET OF 4" LINE APPLIED<br>@ 15 MILS                             |

#### PART 3 – EXECUTION

##### 3.1 SURFACE PREPARATION

- A. Care should be taken to ensure that the surface is clean, dry and free of loose material. A simple leaf blower is typically sufficient to remove gravel and dust in most instances. When applying over previously coated areas, however, take special care to remove any loose or peeling paint. Other surface conditions, such as areas with large amounts of engine oil buildup or existing epoxy coatings, may require a power-washing procedure or abrading the surface before application of the paint. New concrete and asphalt should be aged for a minimum of 30 days prior to painting. Use caution when striping over a freshly sealed surface. Sealers can affect the adhesion and cure of traffic marking paints. For more information on the surface, please consult with the supplier or applicator of the surface.

##### 3.2 WEATHER CONDITIONS AND APPLICATION

- A. Air temperature, surface temperature, humidity and the weather conditions following application are extremely important factors in the success of the products. Aexcel formulates these coatings to be applied without further reduction. They can also be used in conjunction with the application

of glass beads to improve reflectivity without sacrificing other properties. Protect fresh lines from traffic until thoroughly dry. These, as well as all solvent-borne coatings, should not be applied at temperatures below 50°F and/or less than 6 hours before any expected precipitation. Evening and night applications should be avoided whenever possible due to the cooler temperatures. At lower temperatures or when humidity is extremely high, a significant amount of extra time will be needed for the paints to dry.

### 3.3 EQUIPMENT

- A. Tip size, fluid pressure, atomizing air pressure, paint viscosity and paint temperature are all critical to the appearance, consistency and performance of the paint. The equipment must be matched to the paint being applied in order to achieve the proper film thickness and coverage. Typical tip sizes for “airless” machines are .019”-.021”, while “air-atomized” machines use .086”-.11” at 60 lbs. pressure. For more information, please consult with the equipment manufacturer.

### 3.4 PAINT SELECTION AND SAFETY

- A. These coatings, as are all solvent-based products, are extremely flammable. Do not smoke or weld while working with these paints. Empty containers that held these products will also contain residual vapors and should be handled in the same manner as those that are full. Use only paint recommended or specified for each application. Shelter the containers when possible and avoid prolonged outside storage. Agitation of the paints by stirring or shaking should be performed in order to ensure uniform consistency, application and performance. When storing partially filled containers, a small amount of solvent may be added and allowed to stand on top in order to avoid “skinning”. Always be sure the containers are sealed tightly during transporting or storing in order to avoid spillage, risk of fire and solvent evaporation. Keep paints away from heat and flame. Consult the MSDS and/or labels for further safety, personal protection, first aid, and spill or leak procedures.

### 3.5 WASTE DISPOSAL

- A. Comply with all regulations regarding handling, storage and disposal of all hazardous materials and waste. Consult local agencies or disposal companies for individual instructions and requirements. Improper disposal of paint and their related materials is illegal and may result in large fines. Please comply with all regulations and minimize waste whenever possible.

NAME: REGULAR-DRY ALKYD ZONE MARKING PAINT

COLOR: WHITE

CODE: 12W-D195

VISCOSITY @ 77°F, Kreb Units (KU): 85-95

WEIGHT PER GALLON @ 77°F, Lbs.: 12.7 +/- .2

PIGMENT, % By Weight: 54.0 Minimum

TOTAL SOLIDS, % By Weight: 75.0 Minimum

|                                           |                                     |
|-------------------------------------------|-------------------------------------|
| NON-VOL. VEHICLE, % By Weight of Vehicle: | 31.0 Minimum                        |
| REFLECTANCE, %:                           | 85.0 Minimum                        |
| OPACITY, 10 Mils:                         | 0.96 Minimum                        |
| DRY TIME TO NO PICKUP, Minutes:           | 30 Maximum                          |
| V.O.C.:                                   | 2.94 Lb./Gal. .<br>(352.02 g/Liter) |
| CLEANUP SOLVENTS:<br>equivalent.          | Toluene, Methyl-Ethyl Ketone or     |

END OF SECTION 321723

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## SECTION 32 31 13

### FENCING, GATES AND BOLLARDS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes the following perimeter fencing, gates, bollards and barrier arms:
  - 1. Chain-link fabric.
  - 2. Framework.
  - 3. Barbed wire.
  - 4. Gates: Swing and horizontal slide.
  - 5. Bollards: Standard
- B. Related Sections for Equipment fencing:
  - Division 5 Section 05700 "Ornamental Metals"

##### 1.3 DEFINITIONS

- A. CLFMI: Chain Link Fence Manufacturers Institute.

##### 1.4 SUBMITTALS

- A. Product Certificates: Signed by manufacturers of chain-link fences and gates certifying that products furnished comply with requirements.
- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed Projects with Project names and addresses, names and addresses of architects and Governments, and other information specified.

##### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

- B. Source Limitations for Chain-Link Fences and Gates: Obtain each color, grade, finish, type, and variety of component for chain-link fences and gates from one source with resources to provide chain-link fences and gates of consistent quality in appearance and physical properties.

## 1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work shall be submitted for approval.

### 2.2 CHAIN-LINK FENCE FABRIC

- A. Steel Chain-Link Fence Fabric: Provide fabric fabricated in one-piece widths for fencing in height of 7 feet. Comply with CLFMI's "Product Manual" and with requirements indicated below:
  - 1. Mesh and Wire Size: No 9 gauge, 2-inch mesh, 0.148-inch diameter.
  - 2. Zinc-Coated Fabric: ASTM A 392, with zinc coating applied to steel wire with the following minimum coating weight: Class 1: Not less than 1.2 oz./sq. ft. of uncoated wire surface or as required by local ordinances.
  - 3. Coat selvage ends of fabric that is metallic coated during the weaving process with manufacturer's standard clear protective coating.
  - 4. Extend fabric a minimum of 2" of firm ground.
- B. Selvage: Twisted at top selvage and knuckled at bottom.

### 2.3 INDUSTRIAL FENCE FRAMING

- A. Round Steel Pipe: Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F 1083. Comply with ASTM F 1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8-oz./sq. ft. zinc; and the following strength and stiffness requirements:
  - 1. Line, End, Corner, and Pull Posts and Top Rail: Per requirements for Light Industrial Fence.
- B. Post Brace Rails: Provide brace rail with truss rod assembly for each gate, end, and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly, for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts.

## 2.4 TENSION WIRE

- A. General: Provide horizontal tension wire at the following locations:
  - 1. Location: Extended along top of barbed wire arms and top of fence fabric for supporting barbed tape.
  - 2. Location: Extended along bottom of fence fabric.
- B. Metallic-Coated Steel Wire: 0.177-inch diameter, marcelled tension wire complying with ASTM A 824 and the following:
  - 1. Coating: Type II, zinc coated (galvanized) by the hot-dip process, with the following minimum coating weight:
    - a. Matching chain-link fabric coating weight.

## 2.5 INDUSTRIAL SWING GATES

- A. General: Comply with ASTM F 900 for the following swing-gate types:
  - 1. Single gate.
  - 2. Double gate
- B. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.
- C. Frames and Bracing: Fabricate members from round, galvanized steel tubing with outside dimension and weight according to ASTM F 900 for the following gate fabric height:
  - 1. Gate Fabric Height: 7 feet or less.
- D. Frame Corner Construction: As follows:
  - 1. Welded or assembled with corner fittings.
  - 2. Welded or assembled with corner fittings and 5/16-inch diameter, adjustable truss rods for panels 5 feet wide or wider.
- E. Gate Posts: Fabricate members from round galvanized steel pipe with outside dimension and weight according to ASTM F 900 for the gate fabric heights and leaf widths:
- F. Hardware: Latches permitting operation from both sides of gate, hinges, center gate stops and, for each gate leaf more than 5 feet wide, keepers. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

## 2.6 INDUSTRIAL HORIZONTAL SLIDE GATES

- A. General: Comply with ASTM F 1184 for the following slide-gate types:
  - 1. Single gate.
  - 2. Classification: Type II Cantilever Slide, Class 2 with internal roller assemblies.
- B. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.



- C. Frames and Bracing: Fabricate from round, galvanized steel tubing with outside dimension and weight according to ASTM F 1184 for the following gate characteristics:
  - 1. Gate Fabric Height by Opening Width: All fabric heights by over 4 feet.
- D. Frame Corner Construction: As follows:
  - 1. Type II Cantilever Slide Gates: Welded.
- E. Gate Posts: Fabricate members from round galvanized steel pipe with outside dimension and minimum weight according to ASTM F 1184 for the following gate characteristics:
  - 1. Type II Gate Opening Width: Over 12 feet but not over 30 feet.

## 2.7 FITTINGS

- A. General: Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F 626.
- B. Rail and Brace Ends: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide rail ends or other means for attaching rails securely to each gate, corner, pull, and end post.
- C. Tension and Brace Bands: Hot-dip galvanized pressed steel.
- D. Tension Bars: Hot-dip galvanized steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- E. Truss Rod Assemblies: Hot-dip galvanized steel rod and turnbuckle or other means of adjustment.
- F. Barbed Wire Arms: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide the following type, according to ASTM F 626, with clips, slots, or other means for attaching strands of barbed wire, and means for attaching to posts, one for each post, unless otherwise indicated. Provide line posts with arms designed with opening to accommodate or tension wire. Provide corner arms at fence corner posts.
  - 1. Type I, single slanted arm (45 degree).
- G. Tie Wires, Clips, and Fasteners: Provide the following types according to ASTM F 626:
  - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
    - a. Hot-Dip Galvanized Steel: 0.148-inch diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
  - 2. Power-driven fasteners.
  - 3. Round Wire Hog Rings: Hot-dip galvanized steel or aluminum for attaching chain-link fabric to horizontal tension wires.

## 2.8 BARBED WIRE

- A. Zinc-Coated Steel Barbed Wire complying with ASTM A 121 or Aluminum Alloy or Coated and comply with ASTM A-585, Type 1, Double stranded twisted barbed wire, 12-gauge, with four pointed barbs spaced 4 inches apart.

## 2.9 BOLLARDS:

- A. Standard Bollard shall be designed to stop a 15,000 pound vehicle.

## 2.10 CAST-IN-PLACE CONCRETE

- A. General: Comply with ACI 301 for cast-in-place concrete.
- B. Materials: Portland cement complying with ASTM C 150, aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94.
  - 1. Concrete Mixes: Normal-weight concrete with not less than 3000-psi compressive strength (28 days), 3-inch slump, and 1-inch maximum size aggregate.

## 2.11 GROUT AND ANCHORING CEMENT

- A. Non-shrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

## 3.3 INSTALLATION, GENERAL

- A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.

- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.
- C. Post Setting: Hand-excavate holes for post foundations in firm, undisturbed or compacted soil. Set terminal line gate posts in concrete footing. Protect portion of posts aboveground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured.
  - 1. Exposed Concrete Footings: Extend concrete 2 inches above grade, smooth, and shape to shed water.
  - 2. Concealed Concrete Footings: Stop footings 3 inches below grade to allow covering with surface material.
  - 3. Posts Set into Concrete in Voids: Form or core drill holes not less than 5 inches deep and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with non-shrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.

#### 3.4 CHAIN-LINK FENCE INSTALLATION

- A. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 30 degrees or more.
- B. Line Posts: Space line posts uniformly at 10 feet o.c.
- C. Post Bracing Assemblies: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at mid-height of fabric on fences with top rail and at two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- D. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric.
  - 1. Top Tension Wire: Install tension wire through post cap loops.
  - 2. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric and tie to each post with not less than same gage and type of wire.
- E. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- F. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.
- G. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other

end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts 12 inches o.c. and to braces 24 inches o.c.
- H. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- I. Barbed Wire: Install barbed wire uniformly spaced angled toward security side of fence. Pull wire taut and install securely to extension arms and secure to end post or terminal arms.

### 3.5 GATE INSTALLATION

- A. General: Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

### 3.6 ADJUSTING

- A. Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware, gate operator, and other moving parts.

END OF SECTION 323113

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## SECTION 331313

### CONCRETE REINFORCEMENT

#### PART 1 - GENERAL

##### 1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 321313 - Concrete Pavement.

##### 1.2 QUALITY ASSURANCE

- A. Reference Standards:

1. ACI 315, Manual of Standard Practice for Detailing Reinforced Concrete Structures.
2. ASTM A615, Specification for Deformed Billet Steel Bars for concrete.
3. ASTM A185, Specifications for Welded Steel Wire Fabric for Concrete Reinforcement.
4. Concrete Reinforcing Steel Institute, Manual of Standard Practice.

- B. Allowable Tolerances:

1. Fabricating: (per ACI 117-90)
  - a. Saw cut length to: Plus or minus 1". (Remove all burrs).
  - b. Stirrups and ties: Plus or minus 1/2".
  - c. All other bends: Plus or minus 1".
2. Placing:
  - a. Concrete cover to formed surfaces: Plus or minus 1/4".
  - b. Minimum spacing between bars: Plus or minus 1/4".
  - c. Top bars in slabs and beams:
    - (1) Members 8" deep or less: Plus or minus 1/4".
    - (2) Members more than 8" but not over 2'-0" deep: Plus or minus 1/2".
    - (3) Members more than 2'-0" deep: Plus or minus 1".
    - (4) Crosswise of members: Space evenly within 2" of stated separation.
    - (5) Lengthwise of members: Plus or minus 2".
3. Maximum bar relocation to avoid interference with other reinforcing steel, conduits, or other embedded item: 1 bar diameter.

##### 1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project site in bundles marked with tags indicating bar size, length and mark.
- B. Unload reinforcing carefully to prevent damage. Store above ground in dry, well drained area; protect from mud, dirt and corrosion.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Reinforcing Bars: ASTM A615, deformed billet steel bars, domestic manufacture, Grades 40 and/or 60 as indicated on structural drawings.
- B. Welded Wire Fabric Reinforcing: ASTM A185, steel wire spot welded at intersections and of size indicated.
- C. Metal Accessories: Include spacers, chairs, bolsters, ties and other devices necessary for properly placing, spacing, supporting and fastening reinforcement in place, conforming to requirements to CRSI "Manual of Standard practice for Detailing Reinforced Concrete Structures." Metal accessories shall be galvanized or plastic coated where legs will be exposed in finished concrete surfaces.
- D. Tie Wire: FS QQ-W-461, black annealed steel, 16 ga. min.

### 2.2 FABRICATION:

- A. In accordance with CRSI "Manual of Standard Practice."

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Cleaning: Before placing in work, thoroughly clean reinforcement of loose rust, mill, scale, dirt, oil, and other coating which might tend to reduce bonding. Reinspect reinforcing left protruding for future bonding, or following delay in work, and reclean if necessary.

### 3.2 INSTALLATION

- A. Bar Placement: In accordance with CRSI "Recommended Practice for Placing Reinforcing Bars" and "Recommended Practice for Placing Bar Supports."
  - 1. Bending: Bend bars cold; do not heat reinforcing or bend by make-shift methods. Discard bent, kinked or otherwise damaged bars.
  - 2. Splices: In accordance with ACI 315.
  - 3. Placing: Accurately position reinforcement; securely saddle tie at intersections.
  - 4. Supports: In accordance with ACI 315 for number, type, spacing and placing.

END OF SECTION 331313