



**GULF COAST STATE COLLEGE  
PHASE 1 SITE IMPROVEMENTS  
Panama City, Florida**

**IFB#2-2015/2016  
PROJECT MANUAL**

**100% CONSTRUCTION DOCUMENTS**  
FLA Project No. 4166-06

**Architect:**  
Florida Architects, Inc.  
648 Florida Avenue  
Panama City, FL 32401

**Civil Engineer:**  
Preble-Rish Inc.  
203 Aberdeen Parkway  
Panama City, FL 32405

**Landscape Architect:**  
Lawnsapes Inc.  
3209 Hwy. 231  
Panama City, FL 32404

**Electrical Engineer:**  
Bagwell Engineering  
216 E. Government St.  
Pensacola, FL 32502



## **SECTION 000200 - TABLE OF CONTENTS**

### **VOLUME 1**

#### **DIVISION 00 - CONDITIONS**

000200	Table of Contents
007000	General Conditions of the Contract (AIA Document A201)
008000	Supplementary General Conditions
008200	Special Conditions
009000	Public Entity Crimes
009100	Trench Safety Affidavit

#### **DIVISION 01 - GENERAL REQUIREMENTS**

011000	Summary
012500	Substitution Procedures
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
013310	Digital File Release
013320	Routing Transmittal
014000	Quality Requirements
014200	References
015000	Temporary Facilities and Controls
015010	Project Sign
015639	Temporary Tree and Plant Protection
017300	Execution
017329	Cutting & Patching
017700	Closeout Procedures
017823	Operation and Maintenance Data
017839	Project Record Documents
017900	Demonstrations and Training
019999	Subsurface Investigation

#### **DIVISION 03 – CONCRETE**

033000	Concrete Work
--------	---------------

#### **DIVISION 10 – SPECIALTIES**

101426	Monument Signage
--------	------------------

#### **DIVISION 26 – ELECTRICAL**

260500	Common Work Results for Electrical
260519	Low-Voltage Electrical Power Conductors and Cables
260526	Grounding and Bonding for Electrical Systems
260529	Hangers and Supports for Electrical Systems
260533	Raceways and Boxes for Electrical Systems
260553	Identification for Electrical Systems
260923	Lighting Control Devices
262416	Panelboards
264313	Surge Protection for Low-Voltage Electrical Power Circuits
265600	Exterior Lighting

#### **DIVISION 30 – SITE WORK**

301000	Environmental Protection
--------	--------------------------



DIVISION 31 – EARTHWORK

311000 Site Clearing  
312000.01 Earthwork  
312000.02 Trenching, Backfilling & Compaction

DIVISION 32 - EXTERIOR IMPROVEMENTS

321216.01 Paving Quality Control  
321216.02 Paving Construction Details & Materials  
321216.03 General Construction Requirements for Asphaltic Concrete Pavement  
321216.04 Stabilizing  
321216.05 Limerock Base Course  
321216.05 Asphalt Testing  
321400 Unit Paving

DIVISION 33 - UTILITIES

33050033 Water Distribution System

**END OF SECTION 000200**

## SECTION 000700 – INVITATION TO BID

### PART 1 - GENERAL

#### 1.1 INVITATION TO BID

- A. Notice is hereby given that signed, sealed, and delivered bids shall be received from pre-qualified Contractors by the Owner no later than November 12, 2015 until 2:00 pm (CST) local time, for the work described in the construction of:

IFB#2-2015/2016

Gulf Coast State College (GCSC) Phase I Campus Improvements Project

- B. In order for bids to be considered, they must be in the possession of the Owner's Agent on or before the date and time noted above.  
C. Mail or hand deliver all bid proposals as noted below:  
D.

The District Board of Trustees of  
GULF COAST STATE COLLEGE  
5230 West U.S. Highway 98  
Panama City, Florida 32401

Attention: Mr. Fred Brown, Director of Procurement

\*\*\*Oral, telegraphic or electronic proposals will not be considered.

- E. All bid proposals must be submitted in one (1) fully executed original form (marked Original) and one (1) electronic copy (jump drive or readable CD) and must be signed, sealed (corporate seal), and securely sealed in an envelope or suitable conveyance, and clearly marked on the outside to show the date and time, and must be designated as "SEALED BID FOR IFB#2-2015/2016 - GCSC PHASE I CAMPUS IMPROVEMENTS PROJECT" and indicating the respondent's name, address, date and time of opening.  
F. Bid proposals will be read aloud publicly at the bid opening on November 12, 2015 at 2:00 pm (CST) The bid results will be posted on the College's procurement website.  
G. Bids and supporting documents will be evaluated by the Architect and the Owner's Agent.  
H. Oral, telegraphic or electronic proposals will not be considered.  
I. Further, the District Board of Trustees reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new bids. Each Bid shall be valid and binding for a period of ninety (90) days after opening.  
J. Proposals received after the published time or date, or incomplete proposals, will not be accepted.  
K. Inquiries regarding this IFB should be directed to Mr. Fred Brown, Procurement Director, via emailto:fbrown3@gulfcoast.edu or Faxed to (850) 767-8043.  
L. A Non-Mandatory Pre-Bid Conference will be held on October 29, 2015 at 10:00 AM (CST) at the front entrance of Student Union East & West at the GCSC Panama City Campus.

#### 1.2 DOCUMENTS

- A. Documents will be available as follows:  
B.  
1. Bid Documents may be obtained on the College's procurement website:  
<http://www.gulfcoast.edu/procurement>

2. Addenda will be posted to the College's procurement website. Be sure to periodically check this website for any Addenda and/or additional information. Checking the website is the Bidders responsibility.
- C. Documents may be viewed at no cost at the office of the Architect when a time is prearranged by telephone.

**END OF SECTION 000700**

## **SECTION 001000 – INSTRUCTION TO BIDDERS**

### **PART 1 - GENERAL**

#### **1.1 INSTRUCTIONS AND INFORMATION TO BIDDERS**

- A. Bid proposals shall be on forms included in this bid package (Exhibit "A").
- B. The Bidder will provide bid security in the form of a Bid Bond or Cashier's Check.
- C. Bidders shall agree not to withdraw their bid proposal for a period of ninety (90) days after the date for opening of bids.
- D. Certificates of Insurance will be required of the successful Bidder in the amounts specified as well as Performance Bond and Payment Bond in the amount of 100% of the Contract Price.
- E. Each Bidder shall include in his bid amount the cost of the Bond and insurance.
- F. The above listed document will be assembled and submitted in an appropriately sized envelope for submission with the name of the project appearing legibly on the outside of the envelope – refer to Section 000700, Invitation to Bid for additional information.

**The Bid opening will take place at the following address:**

The District Board of Trustees of  
GULF COAST STATE COLLEGE  
5230 West U.S. Highway 98  
Panama City, Florida 32401

Administration Conference Room  
Attention: Mr. Fred Brown, Director of Procurement

- G. The Bid date will be:

**November 12, 2015 at 2:00 pm (CST)**

- 1.2 The District Board of Trustees reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, to obtain new bids. Each Bid shall be valid and binding for a period of ninety (90) days after opening.

#### **1.3 BID SUBMITTAL REQUIREMENTS**

- A. Attached bid proposal form is to be used, Exhibit "A"
- B. Bid Bond, AIA Document A310 – 1970, (Exhibit "B" - Refer to Section 004400, Bid Bond)
- C. List of Subcontractors, AIA Document G805 – 2001, Exhibit "C"
- D. Drug Free Workplace, Exhibit "D"
- E. E-Verify Background Check, Exhibit "E"
- F. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, PUBLIC ENTITY CRIMES Exhibit "F"
- G. Anti-Collusion Clause, Exhibit "G"
- H. Conflict of Interest Disclosure Form, Exhibit "H"
- I. Addendum Acknowledgement Form, Exhibit "I"
- J. Labor and Material Payment Bond, Exhibit "J"
- K. Performance Bond, Exhibit "K"
- L. Trench Safety Act Form, Exhibit "L"

1.4 AIA FORMS TO BE USED WITH THIS CONTRACT:

- |    |       |  |
|----|-------|--|
| A. | A101  | Owner's Agent-Contractor Agreement Form – Stipulated Sum |
| B. | A201  | General Conditions of the Contract for Construction      |
| C. | G701  | Change Order   |
| D. | G702  | Application and Certificate for Payment                  |
| E. | G703  | Continuation Sheet for G702                              |
| F. | G704  | Certification of Substantial Completion                  |
| G. | G705  | List of Subcontractors                                   |
| H. | G706A | Contractor's Affidavit – Release of Liens                |
| I. | G707  | Consent of Surety to Final Payment                       |
| J. | G709  | Proposal Request   |
| K. | G710  | Architect's Supplemental Instructions                    |
| L. | G714  | Construction Change Directive                            |
| M. | G810  | Transmittal Letter                                       |

1.5 DEFINITIONS:

- A. The Bidding Documents include the Bid Scope Documents, the Conditions of the Contract (General, Supplementary General, and Special Conditions), and the Construction Drawings and Specifications (Project Manual), including any Addenda issued prior to the receipt of bids.
- B. The Bid Scope Documents include the Invitation to Bid, Information to Bidders, Description of the Work, Schedule of Drawings, Bid Form, and sample bidding and contract forms.
- C. The Contract Documents consist of the Agreement, the Conditions of the Contract (General, Supplementary General, and Special Conditions), the Construction Drawings, the Specifications (Project Manual), all Addenda, and all modifications thereto.
- D. Addenda are written and graphic instruments issued by the Architect and forwarded by the General Contractor prior to the time of receipt of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- E. A Bid is complete and properly signed, sealed, and notarized proposal to do the work for the sums stipulated, supported by data called for by the Bidding Documents.
- F. Base Bid is the sum for which the Bidder offers to perform the work described in the Bidding Documents as the Base.
- G. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to, or deducted from, the amount of the Base Bid if the corresponding change in the project scope or materials or methods of construction is described in the Bidding Documents.
- H. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or the Contract Documents.
- I. Where reference is made to the Architect, it shall mean the designated representative of the Architect/Engineer.
- J. Wherever in the Specifications (or on the Drawings) there is a reference to the "Contractor" (or "G.C."), or "Construction Manager" (or CM), such reference shall be interpreted to mean the "General Contractor".

1.6 QUALIFICATION OF CONTRACTORS AND SUBCONTRACTORS:

- A. In order to be qualified, a Bidder must be able to present evidence that he (they) are currently registered with or hold an unexpired certificate as a Contractor, issued by the Florida Construction Industry Licensing Board in accordance with Chapter 486, Part II Licensing of Construction Industry, Florida Statutes. In order to be qualified, if the Bidder is a Corporation, he must be properly registered with the State of Florida, Department of State, Division of Corporations, and must hold a current State Corporate Charter Number in accordance with Chapter 607, Florida Statutes.
- B. Furthermore, the Agreement will only be entered into with responsible Contractors, found to be satisfactory to the Architect and the Owner's Agent, qualified by experience and in a financial position to do the work specified.

- C. The Contractor will be required to engage a qualified independent testing and inspection consultant, acceptable to the Owner's Agent and the Architect, with capabilities to act as a testing and inspecting agency to perform tests and inspections and to prepare reports during the entire term of the project.

#### 1.7 METHOD OF BIDDING:

The work described in these documents is the sole responsibility of the Contractor known herein as "Contractor." The work of each Subcontractor is described in the Description of Work of each Specification Section and as noted on the drawings and shall be identified in the contract with each Subcontractor.

#### 1.8 EXAMINE BIDDING DOCUMENTS AND SITE VISIT:

- A. The Bidder shall be held to have examined the premises and site so as to compare the existing conditions with the Drawings and Specifications, and to have satisfied himself as to the condition of the premises, any obstructions, the actual levels, and all other work necessary for carrying out the project, before delivery of his proposal. The Bidder shall also acquaint himself with the character and extent of the Owner's Agent's and other Contractor's operations in the area of the work, so that he may make his construction plans accordingly. No allowances or extra payment will be made to a Contractor for, or on account of, costs or expenses occasioned by his failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Contractor, or on account of interferences by the Owner's Agent or a Subcontractor's activities.
- B. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner's Agent, nor the Architect assumes any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of Bidding Documents (available at (<http://www.gulfcoast.edu/procurement>))
- C. The Owner's Agent or Architect in making, or having made, copies of the Bidding documents and Contract Documents available, does so only for the purpose of obtaining bids on, or construction of, the Work and does not confer a license or grant for any other use.

#### 1.9 NON-MANDATORY PRE-BID CONFERENCE:

- A. For the dissemination of information and clarification of intent of the Bidding Documents, a Pre-Bid Meeting will be held on October 29, 2015. The time will be at 10:00 am (CST) at the front entrance of Student Union East & West at the GCSC Panama City Campus
- B. This meeting is non-mandatory.
- C. Bidders shall submit to the Architect a written list of questions and requests for clarification.
- D. The last day to submit written questions shall be November 2, 2015, 4:00 pm (CST)

#### 1.10 DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or Contract Documents or of site and local conditions. Bidders requiring clarification or interpretation of the Bidding Documents or Contract Documents shall make a written request to the Architect by November 2, 2015, 4:00 pm (CST). Interpretations will not be made orally.
- B. Any interpretations, corrections, or change of the Architect's Bidding Documents will be made by Addendum by the Architect and issued to registered plan holders by the Architect. Interpretations, corrections, or changes of Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections, and changes.
- C. Addenda will be posted to the College's Procurement Website for all potential bidders (<http://www.gulfcoast.edu/procurement>)
- D. All telephone calls, emails or Faxes on clarification or interpretation of the documents will be accepted by the Owner's Agent, Mr. Fred Brown, Director of Procurement (refer to Section 000700, Invitation to Bid for additional information). This routing of calls is only to ensure orderly dissemination of

information. The Architect is the preparer of the Bidding Documents and Construction Documents and, as such will be the interpreter of the Documents, and will be the only party responsible for issuance of clarification or interpretation information regarding this project.

**1.11 BID PROPOSAL FORM:**

- A. The Bidder by submitting his Bid represents that he has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- B. Each bid shall be submitted on the bidder's letterhead following (matching) the bid proposal form bound in the Bid Scope Documents with all blank spaces filled in. All blanks on the bid form shall be filled in by typewriter or manually in ink. Each bid shall be submitted in duplicate (one marked "Original" and one (1) electronic copy on a jump drive or readable CD) (refer to Section 000700, Invitation to Bid for additional information).
- C. All interlineations, alterations, or erasures shall be initiated by the signer of the bid.
- D. Fill in all spaces for bid prices in both words and figures. In case of discrepancies, the amount shown in words will govern. Submit the Bid, the bid security, and any other documents required to be submitted with the Bid, in a sealed opaque envelope (refer to Section 000700, Invitation to Bid for additional information).
- E. All requested Alternates shall be bid. If alternates do not make a change in the Base Bid, enter "No Change". Failure to comply with this requirement may result in rejection of the Bid.
- F. Make the Bid in the name of the principal, and if a co-partnership, give the names of the parties. Give the complete address. If bids are submitted by an agency, provide satisfactory evidence of the agency authority.
- G. The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. The Bid Proposal shall be signed, sealed and notarized by the person or persons authorized to bind the Bidder to the contract.
- H. The Bidder, by submitting his Bid, represents that he has read and acknowledges that the construction time frame is acceptable. The Bidder further acknowledges that his Bid is based upon the materials, system, and equipment required by the Bidding Documents without exception.
- I. Bids must be received at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or any extension thereof made by the Addendum.
- J. Oral, telephone, or telegraph bids are invalid and will not receive consideration. No Bids received after the time fixed for receiving them will be considered. Late Bids will be returned to the sender unopened.

**1.12 ADDENDA:**

- A. All addenda issued during the time of bidding shall become part of the Bidding Documents, and receipt thereof shall be acknowledged on the bid proposal (refer to Section 000700, Invitation to Bid for additional information).
- B. Each Bidder shall ascertain prior to submitting his bid that he has obtained all Addenda issued.
- C. Addenda will be posted to the College's Procurement Website as soon as prepared by the Architect.

**1.13 ALTERNATES:**

- A. Each Bidder shall bid on all Alternates listed in each part of the Bid Proposal. They will be fully considered in awarding the Contract.
- B. Bids will be considered irregular, and may be rejected, if Alternates contained in the Bid Proposal are obviously unbalanced in excess of, or below, reasonable cost analysis values.

**1.14 SALES TAX:**

- A. The Bidder shall include in his Bid Proposal all sales and use taxes on materials and equipment included in his Proposal which may be required by law.

1.15 INSURANCE:

- A. Refer to "Supplementary General Conditions", Article 11.

1.16 SUBSTITUTIONS:

- A. Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than that specified or shown by name, make, or catalog number, shall make written request to the Architect, through the General Contractor, timed so as to reach the Architect at least seven (7) working days prior to the date of receipt of bids. Such request shall be accompanied by data supporting the claim to equality or equivalence and as indicated in Sections 008000, 008200 and 016000.
- B. Approval by the Architect, if given, will be made by Addendum. Said approval will indicate that the additional article, device, product material, fixture, form, or type of construction is approved for use insofar as the requirements of this Project are concerned.
- C. The Bidder shall submit drawings and other descriptive data of any modification, or items of assemblies, necessary to provide approved compliance with requirements and compatibility with adjacent components.
- D. Bids shall not be based on assumed acceptance of any item which has not been approved by Addendum or specified herein.
- E. Under no circumstance will the Architect be required to prove that a product proposed for substitution is, or is not, equal or equivalent quality to the product specified. It is mandatory that the Bidder submit a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, locations of other installations in the State of Florida with contacts names at those locations and any other data, samples or information necessary for a complete evaluation. Insufficient data will not be considered.

1.17 WITHDRAWAL OR REVISION OF BID PROPOSALS:

- A. Any bid proposal may be withdrawn or revised in writing prior to the scheduled time for opening of bid proposals.
- B. A bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of bids, and the Bidder so agrees in submitting his bid.
- C. Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place, and prior to the time, designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of the Bidder must have been mailed and post-marked on or before the date and time set for receipt of bids. It shall be so worded as not to reveal the amount of the original bid.
- D. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with this Section, Information to Bidders and other Bid Document requirements.
- E. Bid security shall be in an amount sufficient for the bid as modified or resubmitted.

1.18 ACCEPTANCE OF BID PROPOSALS:

- A. Bids will be received on or before **November 12, 2015 until 2:00 pm (CST)**.
- B. Bids will be read aloud on **November 12, 2015 at 2:00 pm (CST)**.
- C. Bids shall be good for ninety (90) calendar days after the bid opening.
- D. It is the intent of the Owner's Agent to award a Contractor to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- E. Further, the District Board of Trustees reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in



the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new bids.

1.19 CONSTRUCTION BONDS:

- A. The Owner's Agent will, prior to the execution of the Contract, require the General Contractor to furnish a Performance Bond (Exhibit "K") and Labor and Material Payment Bond (Exhibit "J") equal to one hundred percent (100%) of the total amount payable by the terms of the Contract.
- B. The General Contractor shall deliver the required Bonds to the Owner's Agent at the date of execution of the Contract.
- C. The Bonds shall be written and executed on the forms which are included in the Bid Scope Documents. Any bonding company submitting a Bid Bond or Construction Bonds to the Owner's Agent must be licensed to transact a fidelity and surety business in the State of Florida.
- D. The General Contractor shall be responsible for notifying the Owner's Agent immediately upon notification from the Bonding Company that they can no longer provide the Bonding requirements for this project, and/or if the company is not able to conduct business, or if the company goes out of business. The General Contractor shall also be responsible for immediately obtaining new Bonds as required for this project and forwarding them to the Owner's Agent, if the original Bonding Company cannot provide the bonds or goes out of business.

1.20 CONTRACT AGREEMENT FORM:

- A. The form that will be used for this contract agreement shall be the "Standard Form of Agreement between the Owner's Agent and Contractor where the basis of payment is a STIPULATED SUM" (A.I.A. Document A101-1997) as modified/prepared by the Owner's Agent. The General Contractor will provide all bonds and insurance certificates within seven (7) calendar days of the Notice of Award by the District Board of Trustees of Gulf Coast State College.

1.21 POST-BID INFORMATION:

- A. After the bids are received, tabulated and evaluated by the Owner's Agent and the Architect, the apparent low bidder shall meet for the purpose of determining any contract concerns. Contractor to provide the following information to the Owner at the meeting:

Designation of Work to be performed by the Bidder with his own forces.

Complete detailed unit cost breakdown. This breakdown shall include separate line items for all mechanical work, and all electrical work, and further a line item cost for each Section of the Specifications.

Provide a Schedule of Values with unit costs for each major item.

A final list of names of the Subcontractors or other entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work. This information shall not be allowed to change during the course of the Work unless approved by the Architect/Engineer.

Within seven (7) calendar days after Notice of Award, Contractor to submit to the Architect a complete list of all items, products, and layouts for which shop drawings, brochures, or samples are required, names of each subcontractor or supplier, and date of planned submission.

1. The Bidder will be required to establish to the satisfaction of the Architect and Owner's Agent the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
  - a. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner's Agent or the Architect, after due investigations, has reasonable objection to any such proposed person or entity.
  - b. If the Owner's Agent or Architect has reasonable objection to any such proposed person or entity, the Bidder shall submit an acceptable substitute person or entity with an adjustment in his bid price, if any, to cover the difference in cost occasioned by such substitution.
  - c. The Owner's Agent may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder. In the event of either withdrawal or disqualification of the Bidder pursuant to this paragraph, bid security will not be forfeited.

1.22 SCHEDULING AND COMPLETION:

- A. Work shall be commenced by the date established in the Notice to Proceed, but in no case more than five (5) consecutive calendar days after such date, and shall proceed in accordance with a schedule to be developed by the Contractor and presented to the Architect and the Owner's Agent. **The work shall be Substantially Complete (as approved by the Architect and Owner) within two-hundred-thirty-one (231) consecutive calendar days from Notice To Proceed; on-site work may not begin until May 17, 2016.**
- B. Due to the required operation schedule, the need to complete this work in order to occupy the facility at full capacity, time is of the essence for this Contract.
- C. LIQUIDATED DAMAGES:

**If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or as otherwise required by the Contract Documents, the Owner's Agent shall be entitled to retain or recover from the Contractor and/or its Surety, and liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner's Agent would incur as a result of delayed completion of the Work. On-site work may not begin until May 17, 2016**

**Substantial Completion Liquidated Damages Per Day: \$3,000.00**

**The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the Contractor and the Owner's Agent because of the impracticality and difficulty of ascertaining actual damages the Owner's Agent will sustain. The Owner's Agent will suffer financial damage if the Project is not substantially completed on the dates set forth in the Contract Documents. Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner's Agent will sustain by reason of the inconvenience, loss of use, loss of monies, additional costs of contract administration by the Architect and Owner's Agent.**

**Permitting the contractor to continue and finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner's Agent of any of his rights under the Contract.**

**Liquidated Damages shall also be assigned to the Contractor if punch list items have not been completed within fifteen (15) consecutive calendar days after Substantial Completion. Liquidated Damages for punch list items shall commence on the (16th) day after Substantial Completion and accrue until the final Application for Payment has been approved by the Architect. The Contractor, and its Surety, shall pay to the Owner's Agent the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the punch list items are complete:**

**Final Completion Liquidated Damages Per Day:**

**\$1,500.00**

1.23 REQUIREMENTS FOR LICENSED SUBCONTRACTORS:

- A. The Contractor must complete a form provided by the College for every sub contractor. The information required will be their license # and the expiration date.

**END OF SECTION 001000**

**EXHIBIT "C"**

**SUB-CONTRACTORS FORM**

As the Bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

**Subcontractor Name, Address, & License #:** \_\_\_\_\_

Work to be performed and amount: \_\_\_\_\_

**Subcontractor Name, Address, & License #:** \_\_\_\_\_

Work to be performed and amount: \_\_\_\_\_

**Subcontractor Name, Address, & License #:** \_\_\_\_\_

Work to be performed and amount: \_\_\_\_\_

**Subcontractor Name, Address, & License #:** \_\_\_\_\_

Work to be performed and amount: \_\_\_\_\_

**Subcontractor Name, Address, & License #:** \_\_\_\_\_

Work to be performed and amount: \_\_\_\_\_

**Subcontractor Name, Address, & License #:** \_\_\_\_\_

Work to be performed and amount: \_\_\_\_\_

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

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

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

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

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

**EXHIBIT "D"**

**DRUG FREE WORKPLACE  
Section 287.087 Florida Statutes**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the GCSC for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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

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

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

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

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

EXHIBIT E

**E-VERIFY**

Vendor/Consultant acknowledges and agrees to the following: Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with GCSC.

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

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

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

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

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

EXHIBIT "F"

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES,  
**PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_

by \_\_\_\_\_

for \_\_\_\_\_

whose business address is

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

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement:

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)I, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_  
[printed, typed or stamped commissioned name of notary public]



EXHIBIT "G"

**ANTI-COLLUSION CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

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

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

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

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

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

EXHIBIT H

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any District Board of Trustees of Gulf Coast State College(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either “yes” (a GCSC employee, elected official, or agency is also associated with your firm), or “no”. If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

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**POSITION(S)**

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

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

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

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

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

EXHIBIT "I"

## ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

Name of Firm:

\_\_\_\_\_

Authorized Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 872-3843 or email [fbrown3@gulfcoast.edu](mailto:fbrown3@gulfcoast.edu) prior to submitting your proposal to ensure that you have received addendums.**

**EXHIBIT "J"**

**LABOR AND MATERIAL PAYMENT BOND**

BY THIS BOND, We, \_\_\_\_\_ as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE, as College, in the sum of \$\_\_\_\_\_ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

Principal and GCSC entered into a contract dated \_\_\_\_\_, 2012 for \_\_\_\_\_, which is incorporated by reference.

THE CONDITIONS of this bond is such that

1. If the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void. Otherwise, it shall remain in full force and effect.

2. If 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 wise 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.

Further, no final settlement between GCSC College and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Now, therefore, if the Contractor shall promptly make payment to all claimants, defined below, for all labor and material used or required for use in performing the obligations of this Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CORPORATE PRINCIPAL

Attest:

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

Seal:

Its: \_\_\_\_\_

Acknowledged and subscribed on \_\_\_\_\_, 2012, before the undersigned authority by \_\_\_\_\_, as the \_\_\_\_\_ of the Corporation named as Principal and with due authorization of the Corporation.

\_\_\_\_\_  
Notary Public

SURETY

Attest:

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

Seal:

Countersigned:

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

Attorney-in-Fact, State of Florida

**EXHIBIT K**

**PERFORMANCE BOND**

BY THIS BOND, We, \_\_\_\_\_ as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE, as College, in the sum of \$\_\_\_\_\_ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITIONS of this bond are that if Principal:

1. Performs the contract dated \_\_\_\_\_, 2012, between Principal and the GCSC College for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that GCSC sustains because of a default by Principal under the contract; and
4. Performs the guarantee and warranty of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section [255.05](#)(2), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

The Surety and the Contractor consent and yield to the jurisdiction of the Civil Courts in and for Bay County, Florida.

CORPORATE PRINCIPAL

Attest:

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

Seal:

Its: \_\_\_\_\_

Acknowledged and subscribed on \_\_\_\_\_, 2012, before the undersigned authority by \_\_\_\_\_, as the \_\_\_\_\_ of the Corporation named as Principal and with due authorization of the Corporation.

\_\_\_\_\_  
Notary Public

SURETY

Attest:

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

Seal:

Countersigned:

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

**SECTION 003100 – BID PROPOSAL FORM**

**(EXHIBIT “A”)**

PART 1 - GENERAL

1.1 BID FOR CONSTRUCTION CONTRACT FOR: IFB#2-2-15/2016 GULF COAST STATE COLLEGE PHASE I CAMPUS IMPROVEMENTS PROJECT:

A. **BID FROM:** \_\_\_\_\_

\_\_\_\_\_  
(herein after called "Bidder") a Corporate organized and existing under the laws of the State of Florida, a Partnership, or an individual.

B. **TO:** The DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as Principal or Principals is, or are, named herein and that no other person and herein mentioned has any interest in this proposal or in the contract to be entered into; that this Bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.

C. The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the drawings and specifications for the work and the contractual documents relative thereto (available at (<http://www.gulfcoast.edu/procurement>), and has read all the special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.

D. The Bidder proposes and agrees, if this Bid is accepted, to contract with The District Board of Trustees of Gulf Coast State College in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the scope-of-work identified in full and complete accordance with the shown, noted, described, and intended requirements of the Contract Documents to the full and entire satisfaction of Florida Architects, Inc. with a definite understanding that no money will be allowed for extra work except as set for in the Contract Documents, the Bidder makes the following proposal.

E. The Bidder further proposes and agrees to commence work under this Contract no later than FIVE (5) consecutive days from the date established in the Notice to Proceed issued by the Architect, and be Substantially Complete WITHIN TWO-HUNDRED-THIRTY-ONE (231) CONSECUTIVE CALENDAR DAYS AND THAT ON-SITE WORK MAY NOT START UNTIL MAY 17, 2016. Liquidated Damages apply for failure to perform as specified in the Project Manual.

1. It is planned that the Intent To Award will be issued on or about November 17, 2015 on the College's Procurement Website.

2. The Proposed Construction Contract is intended to be on the District Board of Trustees Meeting Agenda December 3, 2015.

3. The Proposed Construction Contract is intended to be reviewed and awarded by the District Board of Trustees at their regularly scheduled meeting December 10, 2015.

4. It is the intent that the Notice to Proceed will be issued on December 14, 2015.

F. After the date of Substantial Completion, an additional fifteen (15) calendar days will be allowed for the following:

1. Completion of all punch-list items.
2. Removal of equipment, excess materials, and debris from the site.
3. Completion of all Contract close-out items including as-built drawings and maintenance manuals.

- G. The Bidder further proposes and agrees to execute and deliver the said Contract and the required Certificates of Insurance and Bonds, all within THREE (3) consecutive calendar days after written notice being given of the Notice of Award of the contract.

1.2 CONSIDERATION OF BIDS:

- A. The Bidder agrees that this bid may not be withdrawn for a period of Ninety (90) calendar days from the opening thereof.
- B. This Bid Form shall become a part of the Contract for Construction.

1.3 ADDENDA RECEIPT:

- A. Complete the Addenda to the Bidding Documents Acknowledgement Form Exhibit "I".

1.4 BUILDING BID AMOUNTS:

- A. **Base-Bid Amount:** For all work associated and described on the Drawings and the Specifications
  1. Base-Bid Amount (In Words):
  2. \_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ )
  3. Show in both words and figure. In case of discrepancy, amount shown in words shall govern.
  4. Contractor shall include the following Unit Prices in the Base Bid:

1.5 UNIT PRICE AMOUNTS (None)

1.6

1.7

1.8 SIGNATURES

- A. The undersigned Bidder holds Florida Construction Industry Licensing Board Certification Number: \_\_\_\_\_

1. Respectfully submitted,
2. (FIRM NAME) \_\_\_\_\_
3. Address: \_\_\_\_\_
4. By: \_\_\_\_\_  
(Signature of Authorized Officer)
5. Print Name & Title: \_\_\_\_\_

6. Witness: \_\_\_\_\_

7. (Seal if bid is by a Corporation) (SEAL)

1.9 DISCLAIMER

- A. The District Board of Trustees reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new bids.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 003100**



**SECTION 004400 – BID BOND (AIA DOCUMENT A310)**

**(EXHIBIT “B”)**

See Attached AIA Document

**END OF SECTION 004400**

**SECTION 007000 – GENERAL CONDITIONS (AIA DOCUMENT A201)**

See Attached AIA Document as modified by the Owner's Agent.

**END OF SECTION 007000**

## **SECTION 008000 – SUPPLEMENTARY GENERAL CONDITIONS**

### **SUPPLEMENTS TO A.I.A. DOCUMENT A201, 2007 EDITION GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION TABLE OF CONTENTS:**

ARTICLE 1:	General Provisions
ARTICLE 2:	Owner
ARTICLE 3:	Contractor
ARTICLE 4:	Architect
ARTICLE 5:	Subcontractors
ARTICLE 6:	Construction by Owner or By Separate Contractors
ARTICLE 7:	Changes In The Work
ARTICLE 8:	Time
ARTICLE 9:	Payments and Completion
ARTICLE 10:	Protection of Person and Property
ARTICLE 11:	Insurance and Bonds
ARTICLE 12:	Uncovering and Correction of Work
ARTICLE 13:	Miscellaneous Provisions
ARTICLE 14:	Termination or Suspension of the Contract
ARTICLE 15:	Claims and Disputes
ARTICLE 16:	Equal Opportunity

#### **GENERAL:**

These Supplementary General Conditions modify, change, delete from, or add to the "General Conditions of the Contract for Construction," A.I.A. Document A201, 2007 Edition (Section 007000). The A.I.A. Document A201, 2007 Edition as modified by the Owner's Agent is hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier. Where any Article of the General Conditions is modified, or any Paragraph, Subparagraph, or Sub-Subparagraph thereof is modified or deleted by these Supplementary General Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph, or Sub-Subparagraph shall remain in effect.

#### **ARTICLE 1:**

##### **GENERAL PROVISIONS:**

###### **1.1 BASIC DEFINITIONS:**

###### **1.1 Supplement Paragraph 1.1 as follows:**

1.1.1.1 The General Contractor's and Subcontractor's Proposal Forms as accepted by the Owner and Architect shall be a part of the Contract Documents.

1.1.9 "Provide", as used in the Contract Documents, includes furnishing all labor, supervision, tools, materials, supplies, equipment, shop drawings, product data and samples, together with all services, accessories and costs associated with performance of the work, or production or installation of an item or system usable in the complete project.

1.1.10 "Diagrammatic", as used in the Contract Documents, shall mean to outline in schematic form or an illustration to be used as a guide only.

1.1.11 "Product", as used in these Contract Documents, includes materials, systems and equipment.

###### **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:**

###### **1.2.1 Delete subsection entirely and substitute the following:**

1.2.1 The intent of the Contract Documents is to include all items necessary for the execution and completion of the work by the Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Performance by the Contractor / Subcontractor shall be required to produce the intended results. In cases of discrepancies between the Contract Documents, the Agreement shall take precedence over the Drawings and Specifications, and the Specifications shall take precedence over the Drawings, except as listed under Item "4". Figure dimensions (if not in error) shall take precedence over scale. Large scale plans, sections, and details

take precedence over smaller scaled items. Plan schedules shall control over general plans. Addenda and Change Orders supersede only affected portions of the Documents.

1.2.1.1 The Contractor/Subcontractor, however, shall be held to providing completed work, according to the meaning and intent of the Drawings and Specifications whether all of the items involved under any trade are mentioned in one or several sections and/or drawings.

1.2.1.2 Should any item to be furnished or labor to be performed as specified under more than one Section of the Specification, it will be premised that Subcontractors have included said product and/or labor, unless he shall have obtained a written decision from the Architect prior to the bid. The Architect will decide who shall provide such items. Proper credit shall be given to the Owner when the cost has been included more than once.

1.2.1.3 Should any item or equipment required to be furnished within the drawings or specifications fail to have any or all of its connections or utilities indicated, the General Contractor, Contractors or Subcontractors shall provide (as a minimum) services, utilities and connections to ensure the permanent, proper, code compliant operation of the item or equipment; unless such condition shall have been brought to the attention of the Architect prior to the Bid and a decision rendered through the issuance of addenda or other items of clarification.

1.2.1.4 The General Contractor, Subcontractors, and Material Suppliers shall not take advantage of errors or omissions on Drawings or Specifications.

1.2.1.5 If any errors or omissions appear in Drawings, Specifications, or other Contract Documents, the Contractor and Subcontractors shall notify the General Contractor before time of submitting bid. The General Contractor will notify and resolve the issues with the Architect prior to submitting a bid price to the Owner. Should conflict occur in or between Drawings and Specifications; Contractors and Subcontractors are deemed to have estimated on the more expensive product, method of installation, and/or the greater quantity, unless he has requested and obtained a written decision before submission of proposals as to which method, product, or quantity will be required.

1.2.1.6 References to known standard specifications shall mean the latest edition of such specifications adopted and published at date of invitation to submit proposal. Words which have well-known technical or trade meanings are used herein accordance with such recognized meanings.

1.2.1.7 When dimensions as shown on the Drawings are affected by conditions already established, the Subcontractor shall take measurements to verify the given scale or figure dimensions in the Drawings.

1.2.1.8 The Specifications, detailed description or omission of it, concerning any work to be provided shall be regarded as meaning that only the best general practice of the trade is to prevail and that only materials and workmanship of the first quality are to be used. All interpretations of these Specifications shall be made upon this basis and all interpretations shall be made by the Architect.

1.2.1.9 Execute work as per Contract Documents. Make no changes without having first received written permission from the Architect. Where detailed information is lacking, before proceeding with work, refer matter to the Architect for additional information.

1.2.1.10 THE MECHANICAL AND ELECTRICAL SYSTEM DRAWINGS ARE DIAGRAMMATIC IN NATURE AND THE FIELD CONDITIONS MAY ARISE THAT WILL PREVENT THEIR BEING INSTALLED AS PER DRAWING (EX.), SUCH AS PIPE AND CONDUIT RUNS, CROSSOVERS, RISERS, DOORS, FLOOR, WALLS AND CEILING PATTERN COVERING LAYOUTS, ETC. THEREFORE, IT SHALL BE THE RESPONSIBILITY OF EACH AND ALL SUBCONTRACTORS, FOR THE COORDINATION, TIMING AND PROTECTION OF ALL CONDITIONS; AND IN EACH CASE WHERE THERE IS ANY QUESTION OR PROBLEM AS TO CONDITIONS OR LOCATIONS OF THESE ITEMS, SUBMIT A WORKABLE SOLUTION TO THE GENERAL CONTRACTOR AND THE ARCHITECT FOR REVIEW AND WRITTEN APPROVAL BEFORE COMMENCING WITH QUESTIONABLE WORK. IF SUCH ADJUSTMENT SHALL BE MADE BY THE SUBCONTRACTOR WITHOUT WRITTEN APPROVAL, IT SHALL BE AT THEIR OWN RISK AND EXPENSE. ANY REMOVAL OF NON-APPROVED AREAS SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE SUBCONTRACTORS.

1.2.1.11 Where there is conflict between the Drawings, or between Drawings and Specifications, or doubt as to meaning, the Contractor and Subcontractors shall obtain a written decision from the Architect, except where the Contractor or Subcontractor deems that there could be immediate damages to life or property. He shall not proceed in uncertainty in any instance.

1.2.1.12 In the case of discrepancies between the INFORMATION TO BIDDERS, DRAWINGS, SPECIFICATIONS, OR ADDENDA as it relates to each Subcontractor's Work Category responsibilities, the most stringent case applies as determined by the Architect.

1.2.2 Add the following:

1.2.2.1 Construction Specifications Institute (C.S.I. Uniform System): To assist the Contract, the Specifications are divided into Divisions and Section numbers conforming to "Uniform System for Construction Specifications.

ARTICLE 2:  
OWNER:

2.1 GENERAL:

2.1.1 Add the following subparagraphs:

2.1.1.1 THE TERM "ARCHITECT" AS USED IN THE GENERAL CONDITIONS SHALL MEAN FLORIDA ARCHITECTS, INC. WHERE THE TERM "A/E", "ARCHITECT/ENGINEER", OR "ENGINEER" IS USED IN THE DOCUMENTS, IT SHALL BE CONSIDERED AS BEING SYNONYMOUS WITH THE TERM "ARCHITECT" AS DEFINED IN THE GENERAL CONDITIONS.

2.1.1.2 The use of phrases "as directed", "as instructed", "reviewed", "authorized", "accepted", and similar terms implies that such action will be taken by the Architect unless specifically stated otherwise.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

2.2.5.1 Add the following:

2.2.5.1 The General Contractor will be furnished with ONE (1) set of reproducible Drawings and Specifications by the Owner (other sets may be furnished but are not a requirement under this contract). A complete set of portable document format (.pdf) documents (plans and specifications) may be made available to the General Contractor for the printing and distribution processes. Subcontractors shall be furnished with TWO (2) set of Drawings and TWO (2) set of Specifications upon contract award from the General Contractor. If additional sets are required by the Subcontractor, they will be furnished by the General Contractor upon written request and payment for the cost of printing, handling and shipping as applicable.

2.4 OWNERS RIGHT TO CARRY OUT THE WORK:

2.4.1 Add the following:

2.4.1 The Owner will assist the Architect and General Contractor in determining in general that the Work of the Contractor/Subcontractors is being performed in accordance with the Contract Documents, and will assist to endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor/Subcontractors.

ARTICLE 3:  
CONTRACTOR:

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

3.2.1 Add the Following:

3.2.1.1 The Contractor shall execute the "Form of Agreement" indicated in the Bidding Documents and return within five (5) days after receiving the same.

3.2.1.2 Examination of site shall include determination of the nature and scope of the work and all difficulties that accompany its execution.

3.2.2

3.2.2 Add the following:

3.2.2.1 The General Contractor shall instruct Subcontractors and material suppliers, and shall assist in their studying and understanding the complete Drawings, Specifications, Addenda and revision drawings to determine the extent and limitations of this Construction Contract.

3.2.3 Add the following:

3.2.3.1 The Contractor/Subcontractors and material suppliers shall examine the Architectural, Structural, Mechanical, Plumbing, and Electrical Drawings and Specifications, and verify all measurements and requirements before ordering materials or performing any work to avoid problems during construction.

3.2.3.2 Before ordering materials or doing any work, the Contractor/Subcontractors shall verify all measurements at the project site and shall be responsible for their correctness. No extra compensation will be allowed on account of differences between actual dimensions and those indicated on the Drawings. Any decided difference which may be found shall be reported to the Architect in writing, for consideration before proceeding with the Work.

3.4 LABOR AND MATERIALS:

3.4.1 Add the following:

3.4.1.1 Material Standards - Unless otherwise specifically provided in this Contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall establish a standard of quality and the Base Bid shall include only materials and items exactly as specified or called for by name.

3.4.2 Delete subparagraph 3.4.2 and substitute the following:

3.4.2 Substitutions During Bidding Period - Requests for substitutions during the bidding period will be considered and treated only as stated in Specification Section 008200, Special Conditions, Article 15, Substitution of Materials and Equipment. Once bids have been received, the Owner and Architect will prepare the Contract on the basis that all items are those specified in the Specifications, shown on the Drawings, or approved in Addenda during the bidding period. The approval of a product during the bid period does not negate the requirement for the submission of complete data during the construction in accordance with the Section 013300, Submittals, nor does it negate the burden of complying with any and all specification requirements. Should further investigation of a product approved during the bid period indicate that the product does not meet the essential requirements of the project the Subcontractors shall make such modifications as are necessary to meet these essential requirements or provide the specified basis of design product.

3.4.2.1 Approval After Bids Are Opened - Substitutions or approval of products will be considered after bids are opened only under the following conditions:

.1 The Subcontractor shall place orders for specified materials and equipment promptly upon award of Contract. No excuses or proposed substitutions will be considered for materials and equipment due to unavailability, unless proof is submitted that firm orders were promptly placed for the item listed in the Specifications.

.2 The reason for the unavailability shall be beyond the control of the Subcontractor, such as strikes, lockouts, bankruptcy, discontinuance of the manufacturer or a product, or acts of god, and shall be made known in writing to the Architect within five (5) days of the date that the Subcontractor ascertains that he cannot obtain the material or equipment specified. Requests shall be accompanied by a complete description of the materials or equipment which the Subcontractor wishes to use as a substitute.

3.4.3 Add the following:

3.4.3.1 If any person employed on the Work is found, in the judgment of the General Contractor, Architect/Engineer or Owner, to be incompetent, disorderly, unfaithful, or disobedient so far as to endanger proper fulfillment of the Contract, he shall, if directed, be discharged immediately and not employed again on any part of the Work.

3.5 WARRANTY:

Add the following:

3.5.1 Under this warranty for a period of one (1) year from date of Completion, as evidenced by the date of "Substantial Completion" of the Work, the Contractor/Subcontractor shall remedy, at his own expense, any such failure to conform on any such defects. Where warranties are written in any Section for longer than one (1) year, such terms will apply.

3.5.2 Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the Owner.

3.6 TAXES:

3.6 Add the following:

3.6.1 Unless otherwise specified, the Bid price includes all Federal, State and local taxes imposed prior to the execution of the Agreement and which are applicable to the Work. If any new privilege, sales gross receipt or other excise tax, exclusive of taxes and net income or undistributed profit applicable to the Work and payable by the Contractor/Subcontractor is imposed by the State of Florida, or such present tax be increased as of the date thereof, then the Contract price will be adjusted accordingly and the Owner will reimburse the Contractor/Subcontractor therefore without any allowance for overhead or profit upon separate payment application containing such pertinent details as the Owner may require." The General Contractor will organize, implement and manage the owner's direct purchase tax recovery program for any order over three-thousand dollars (\$3,000.00).

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS:

3.7 Delete paragraph 3.7.1 and substitute the following:

3.7.1 A local building permit will be required for this project. The "Florida Building Code 2007 shall govern. The Owner has engaged the Bay County Building Department to facilitate the document review and building permit process, as well as, related inspection services in accordance with the FBC. The Owner is exempt from all other county, district, municipal, and local building codes, ordinances, interpretations, building permits and assessments of fees for building permits, impact fees and service availability fees other than those defined within the Florida Building Code 2007, the Florida Statutes and the Florida Administrative Code. The Contractor/Subcontractor shall secure and pay for all other permits, governmental fees, anti-pollution fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are received. The Contractor/Subcontractors shall be familiar with all Federal, State, and local laws, codes, ordinances, and regulations which in any manner effect those engaged or employed in the Work and any material or equipment used in the conduct of the Work.

3.7.1.1 Before proceeding with the Work, securing permits or necessary licenses, the Contractor/Subcontractors shall carefully study and compare the Drawings and Specifications and shall at once report in writing, to the Architect/Engineer, any error or omission he may discover that is in variance with applicable laws, statutes, building codes, and regulations.

3.7.2 Add the following:

3.7.2.1 The Contractor/Subcontractors at all times shall comply with the Florida Building Code 2007 (including amendments and supplements), and all Federal, State and local laws, codes, ordinances and regulations as applicable, which in any manner effect the Work, and he and his surety shall indemnify and hold harmless the Owner, and Architect/Engineer against any claim or liability arising from or based on the violation of such law or decree, whether by himself or his employees.

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES:

3.10.1.1 Add the following:

3.10.1.1 Each Contractor/Subcontractor shall comply and adhere to such schedule. The parts of the Work performed by each Subcontractor and the time schedule applicable to each part shall be acknowledged and accepted by each Subcontractor before submission of the Bid. The form of the Schedule shall be as indicated in SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE:

3.11.1 Add the following:

3.11.1 At the completion of the Work, each Contractor or Subcontractor shall submit "Record Drawings" to the General Contractor who, in turn, will produce (or cause to have produced) As-Built Drawings. These As-Built Documents shall be ELECTRONIC MEDIA on Autodesk Architectural Desktop (Latest Version). Said Drawings shall be delivered to the Architect for review. The Architect will forward reviewed As-Built Drawings to the Owner.

3.11.1.1 Pipelines and ducts which are installed in furred spaces, pipe chases, or other spaces which can be readily inspected by the use of access panels or other means of access will not be considered as being concealed. With reference to electrical and mechanical work the exact (not diagrammatic) conduit, pipe, and duct runs shall be shown on these drawings.

3.11.1.2 Record Drawings shall be the daily in-use set of contract documents at the job site. At the end of each day, the foreman of each trade shall mark and date any and all changes that occurred during the course of the days work. Lines shall be located by dimension and equipment shall be noted and located. These documents will be delivered to the General Contractor as noted in 3.11.2.1 above.

3.11.1.3 Upon completion of the work this data shall be recorded to scale, by a competent draftsman on electronic media copies of the contract drawings. Design drawings electronic media will be furnished to the General Contractor. Changes and actual locations are to be recorded. Where the work was installed exactly as shown on the contract drawings the black line prints shall not be disturbed other than being marked "As-Built". In showing the changes the same legend shall be used to identify piping, etc., as was used on the contract drawings. A separate set of drawings shall be prepared for electrical, plumbing, heating, air conditioning, and ventilating work unless two (2) or more divisions are shown on the same sheets of the contract drawings. Each change of the original Contract Documents shall be "clouded" and referenced and each sheet shall bear the date and name of the Subcontractor submitting the changes to the drawings

3.11.1.4 The General Contractor shall review the complete As-Built drawings. He shall ascertain and certify that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc.

are involved as part of the work, the Subcontractor shall furnish true elevations and locations, all properly referenced by using the original bench mark for the project. The "Record Drawings" from each Contractor/Subcontractor, including those unchanged and changed, shall be submitted to the Architect, when completed, together with two (2) sets of black line prints (produced from the As-Built Electronic Media) with the General Contractor's and each Subcontractor's certification of accurate As-Built Drawings for review and forwarding to the Owner at the time of Substantial Completion. Final payment shall not be made until said "As-Built" documents have been received by the Architect, reviewed and accepted as complete, and in accordance with the contract documents.

3.11.1.5 The General Contractor shall be responsible for collecting, identifying, indexing and collating the following materials from the Subcontractors, and will deliver three (3) copies of the finished documents to the Architect. Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantee and warranties, as applicable for each and every piece of fixed equipment furnished under this contract to be supplied in a three ring binder, hard-cover book, properly indexed for ready reference with printed covers and spines indicating the project name. Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's name and address, office and home phone numbers, make and model numbers, operating design and characteristics, etc. will be required. All information submitted shall be updated to reflect existing conditions. Final payment shall not be made until said documents have been received by the Architect/Engineer, reviewed and accepted as complete and in accordance with the contract documents. Refer to Section 017700, Close-Out Procedures.

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

3.12.11 Add the following Subparagraph:

3.12.11 The requirements of Article 3.12 are supplemented by a separate Section, Submittals in Division One, Section 013300.

### 3.14 CUTTING AND PATCHING OF WORK:

3.14 Add the following Subparagraphs:

3.14.3 The Subcontractor shall do all cutting required for installation of his work. Patching required because of such cutting shall be performed as follows:

3.14.3.1 Wherever cutting occurs within unexposed materials, or in materials which are to remain unfinished when completed, patching shall be performed by the Subcontractor who did the cutting. This includes all concrete and masonry other than listed below.

3.14.3.2 Wherever cutting occurs in finished surfaces, patching shall be performed by the Subcontractor specializing in that particular trade, and paid for by the Subcontractor who did the cutting. This includes, but is not limited to, roofing, painting of plaster and finished surfaces, ceramic tile, structural facing tile, marble, concrete block in finished areas, metal lath and plaster, acoustical materials and their supports.

## ARTICLE 4: ARCHITECT:

### 4.1 GENERAL:

4.1 Add the following paragraph:

4.1.4 Disputes arising under Subparagraph 4.1.2 and 4.1.3 shall be subject to litigation.

## ARTICLE 5: SUBCONTRACTORS:

### 5.1 DEFINITIONS:

5.1. Add the following:

5.1.3 Material Supplier is a person or organization who has furnished materials to the General Contractor, Subcontractor, Sub-subcontractor or Owner to be used in the construction of the Work, a building or structure, but has not performed any on or off site work other than delivering construction materials, and shall not have or created any contractual relation between the Owner or the Architect/Engineer.



5.1.4 The General Contractor, and all Contractors, Subcontractors, Sub-Subcontractors and Material Suppliers shall be responsible for reading, studying, and understanding the Drawings and Specifications, as well as the requirements and limitations of the Construction Documents.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK:

5.2.1 Add the following Subparagraphs:

5.2.1.1 This requirement is an addition to the requirements for names of specific Subcontractors and major material suppliers. This list shall be submitted by the low Bidder within five (5) days after the bid opening and prior to the first application for payment.

5.2.1.2 The Contractor/Subcontractor agrees to sign contracts with the firms listed in the "List of Proposed Sub-Bidders" and "Material Suppliers/Manufacturers" as soon as the Agreement between the Owner and General Contractor has been executed. Once the Contractor and Subcontractor has submitted the name of Subcontractor/Sub-Subcontractors, he waives any future objection to contracting with these named Subcontractors/Sub-Subcontractors, Material Suppliers/Manufacturers. The Contractor/Subcontractor will be allowed to request a change of those previously mentioned if sufficient evidence is presented in that the success of the project would be in jeopardy and that those are not qualified or able to perform as required. This request for change by the Contractor/Subcontractor must be mutually accepted by the Owner and Architect, and that no additional compensation will be allowed if a change is approved.

5.2.4 Add the following Subparagraph:

5.2.4.1 If any Subcontractor or Material Supplier is found by the General Contractor, or the Architect or Owner to be incompetent, careless, or neglectful, or unduly delays progress of work, he shall be dismissed. Another shall then be employed in his place, as approved by the General Contractor, Architect and the Owner at no additional cost to the Owner.

ARTICLE 6:

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS:

6.4 Add the following paragraph:

6.4 INSTALLATION OF EQUIPMENT:

6.4.1 The General Contractor and Subcontractors shall allow the Owner to take possession of the use of any completed portions of this structure or Work, or to place and install as much equipment and machinery during the progress of the Work, as is possible without interference before its entire completion. Such possession and use of structure of work or such placing and installation of equipment, or both, shall not in any way evidence the completion of the Work or any portion of it, or signify the Owner's acceptance of the Work or any portion of it.

ARTICLE 7:

CHANGES IN THE WORK:

7.2 CHANGE ORDERS:

7.2.1.3 Add the following:

7.2.1.3.1 Contract Time will only be adjusted where the Critical Path is impeded by the Owner or the Owner's agent.

7.3 CONSTRUCTION CHANGE DIRECTIVES:

7.3.3 Delete paragraph and substitute the following:

7.3.3 The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:

1. By Unit Prices stated in the Contract Documents or subsequently agreed upon; or for changes not covered by Unit Prices;
2. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or if no agreement can be reached,
3. By the method provided in Subparagraph 7.3.6.

The lump sum proposals shall be based upon:

1. Estimate of Labor.
2. Estimate of Materials.

3. Estimate of Applicable Taxes.
  4. Estimate of Equipment Rentals.
  5. Estimate of Subcontractor Costs.
  6. Estimate of Contractor Costs.
  7. Estimate of Field Supervision (directly attributed to change) shall be included in labor breakdown.
  8. Cost of Bond Premium.
  9. Subcontractor overhead and profit applied to the above items shall not exceed seven and one-half percent (7½%) percent for both the Contractor and the Subcontractor. Contractor overhead and profit shall not exceed seven and one-half percent (7½%) plus the cost for related bond premium. All lump sum proposals shall include a detailed cost breakdown for each component of work indicating both quantities and unit prices and shall be submitted to the Architect within seven (7) calendar days after receipt of the proposal request.
- 7.3.7 Add the following:
- 7.3.7.1.1 All labor, material, and equipment expenditures for work performed at actual cost shall be approved daily by the Architect and Owner. Material invoices shall be presented to the Owner and Architect with all payment requests.
- 7.3.7.1.2 No percentage of overhead and profit, or general conditions, will be allowed on items of social security, old age, fringe benefits, and unemployment insurance.

ARTICLE 8:  
TIME:

8.2 PROGRESS AND COMPLETION

8.2 Add the following paragraph:

8.2.4 The work to be performed under the Contract shall be commenced no later than five (5) consecutive days from the Notice to Proceed issued by the Architect/Engineer, and be substantially complete within the time agreed upon by Owner as set forth in the form of Agreement. The Contractor and Subcontractors agree to pay to the Owner, as liquidated damages due to failure to complete the work on time, the sum of \$3,000.00 for each and every calendar day beyond the two-hundred-thirty-one (231) days indicated to complete the work but that on-site work may not begin until May 17, 2016. Additionally, the General Contractor and Subcontractors have fifteen (15) consecutive calendar days from time of Approved Substantial Completion to obtain Final Completion approval from the Architect/Engineer and Owner. The Contractors and Subcontractors shall pay to the Owner, as liquidated damages due to failure to complete the work on time, the sum of \$1,500.00 for each calendar day beyond the 15 days indicated to complete the final work

8.3 DELAYS AND EXTENSIONS OF TIME:

8.3 Add the following:

8.3.1.1 Only those delays which impede the critical path and are authorized by the Owner, or by delay authorized by the Owner pending litigation or by any other causes which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Labor disputes occurring on the construction site will not be sufficient grounds for time extensions.

8.3.2.1 The Contractor and Subcontractors expressly agrees that an extension of time shall constitute the Contractors and Subcontractors sole and exclusive remedy should the Contractor and Subcontractors be delayed, interfered with, disrupted, or hindered in his work. In which case the Owner shall owe the Contractor only an extension of time for completion equal to the delay caused, and then only if written notice of delay is made to the Owner, through the Architect, within forty- eight (48) hours from the time of the beginning of the delay, interference, disruption, or hindrance. The General Contractor's notice of delay must be by certified mail to the Owner in care of the Architect, and must contain evidence establishing the delay. The Owner's findings shall be final and conclusive as to the contractor's entitlement for time extension.

ARTICLE 9:  
PAYMENTS AND COMPLETION:

9.3 APPLICATIONS FOR PAYMENT:

9.3.1 Delete paragraph and subparagraph and replace with the following:

9.3.1 On or before the eighteenth (18th) day of each month, the Subcontractor shall submit to the General Contractor, an itemized partial payment request supported by such data substantiating the Subcontractor's right to payment for work completed during the period since the previous pay request. Partial payment requests shall be based upon one hundred percent (100%) of the value of the work installed, and the actual invoice amount of materials (fabricated) and equipment suitably stored and protected at the site. Payment request submittals by a Subcontractor will not require Subcontractor lien releases, however, payment for the submittal will not be made until the General Contractor has received and forwarded to the Owner appropriate Partial or Final Lien Release from the Subcontractor. The General Contractor will verify that "As-Built" drawings are up-to-date prior to processing the application for payment. Partial payment requests by Subcontractors shall be accompanied by lien releases from the Subcontractors and Suppliers and, or Sub-Subcontractors, who have issued Notice To Owner ("NTO"). Such releases will be for labor, services or materials which were supplied to the Subcontractor through the date of the previous pay request of the Subcontractor. All lien releases shall be submitted on the form bound herein and must be shown the amount paid. Subcontractor payment requests submitted after the 20th day of the month will not be processed until the following month.

9.3.2 Supplement as following:

9.3.2.1. Applications for Payment shall be made on three copies of notarized A.I.A. Documents G702 and G703, available from the American Institute of Architects, 1735 New York Avenue, N W, Washington, D. C. 20006. Stored material shall be reported on the "Stored Materials for Pay Request" form incorporated herein. Include partial Lien Waivers and copies of backup information such as billing/delivery tickets, etc.

9.3.2.2. The General Contractor and the Architect will certify to the Owner that payment in the sum of 90% of the value of work accomplished and materials stored on site is due the General Contractor and Subcontractors according to his best judgment of correct amounts. Ten percent (10%) of the value of each monthly request will be retained by the Owner.

9.3.2.3. When seventy five percent (75%) of the value of the Owner's Contract has been completed, retainage may be reduced for a given category of work for an individual Subcontractor. The Subcontractor must have met, and continue to meet his schedule commitments. If said Subcontractor subsequently fails to meet schedule commitments, the ten percent (10%) retainage will be reinstated. The implementation of this reduction in retainage is not automatic and must be approved by the Architect and the Owner.

9.3.2.4. Upon determination by the Architect that satisfactory progress has been made, payment authorized at the time of Substantial Completion may include the total retainage in the Contract, except that an amount equal to twice the cost estimated by the Architect to complete or correct items on a tentative punch list of uncompleted items will be retained until final completion.

9.3.3 Supplement as follows:

9.3.3.1 This provision shall not be construed as relieving the General Contractor and/or Subcontractors from the responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work or materials, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract.

9.5 DECISION TO WITHHOLD CERTIFICATION:

9.5 Add the following:

9.5.4 The Architect may withhold or cause to be withheld, from any monies payable on account for work performed by the General Contractor, or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractors, or Subcontractors for damages.

9.10 FINAL COMPLETION AND FINAL PAYMENT:

9.10.2 Add the following paragraph:

9.10.2.1 Final payment consisting of the entire unpaid balance of the Contract Amount will be paid by the Owner to the General Contractor after receipt of the Final Certificate for Payment from the Architect, Close-Out Documents, and the "Final Consent of Surety". Final payment will be made within fourteen (14) days after documents have been received by the Owner, accepted and certified by the Architect. Final payment will not be made until all close-out documents have been submitted and approved.

General Contractor will make payments to Subcontractors within fourteen (14) days after receipt of cleared funds from the Owner. Final Payment will not be made until all Close-Out Documents and As-Built Drawings have been submitted and approved. The Final Lien Waivers submitted shall be on the form bound herein and shall be submitted to the Owner within ten (10) days after final payments are made to Subcontractors.

ARTICLE 10:  
PROTECTION OF PERSONS AND PROPERTY:

10.2 SAFETY OF PERSONS AND PROPERTY:

10.2.2 Add the following subparagraphs:

10.2.2.1 This requirement shall include, but not necessarily be limited to, all health, safety, and fire protection regulations of the Florida Industrial Commission and the Department of Labor Safety and Health Regulations and construction promulgated under the Occupational Safety and Health Act of 1970 (PI9I-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P191-54). These regulations are administered by the Department of Labor who shall have full access to the Project for inspection, etc. Compliance with the above is strictly and exclusively the responsibility of the Contractor and Subcontractors and shall in no event be considered reason for additional time or monetary compensation. In the event that a hurricane or storm emergency is imminent, the Contractor and Subcontractors shall, at his own expense and without cost to the Owner, take all necessary measures to secure all his movable property, building work or plant in such a manner that no damage to public or private property or to persons may result by reason of displacement of the Contractor's/Subcontractor's material, equipment or plant during such hurricane or storm.

10.2.7 Add the following subparagraphs:

10.2.7.1 The Subcontractor shall adequately protect preceding and existing Work from damage caused by his operations. Breakage or damage shall be repaired by the erector of the Work at cost to the party causing the damage. The Architect shall be the sole judge determining the party causing the damage.

ARTICLE 11:  
INSURANCE:

11.1 CONTRACTOR'S LIABILITY INSURANCE:

11.1.1 In the first line following the word "business", insert the words "in the State of Florida and satisfactory to the Owner, such insurance..."

11.1.2 Add the following:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law.

1. Worker's Compensation:

- a. State: Statutory
- b. Employers Liability (Underlying)  
\$1,000,000.00 - Each Occurrence
- c. Umbrella Limit  
\$1,000,000.00

2. Comprehensive General Liability (including Premises-Operations: Independent Contractor's Protective; Products and Completed Operations Broad Form of Comprehensive General Liability):

- a. Bodily Injury: (Underlying)  
\$1,000,000.00 - Each Occurrence.  
\$1,000,000.00 - Annual Aggregate.
- b. Property Damage: Underlying  
\$500,000.00 - Each Occurrence.  
\$1,000,000.00 - Annual Aggregate.
- c. Umbrella Limit:  
\$1,000,000.00
- d. Products and Completed Operations shall be maintained for one (1) year after final payment.
- e. Property Damage Liability Insurance shall provide X, C and/or U Coverage.

3. Contractual Liability:

- a. Bodily Injury:  
\$1,000,000.00 - Each Occurrence.
- b. Property Damage:  
\$1,000,000.00 - Each Occurrence.
- c. Personal Injury with Employment Inclusion  
Same as stated above.

4. Comprehensive Catastrophic Liability:
  - a. Excess Liability: (Commercial Umbrella)  
\$1,000,00.00 - Combined Single Limit.
5. Comprehensive Automobile Liability:
  - a. Bodily Injury: (Underlying)  
\$ 500,000.00 - Each Person.  
\$1,000,00.00 - Each Occurrence.
  - b. Property Damage: (Underlying)  
\$500,000.00
  - c. Umbrella Limit:  
\$1,000,000.00
6. The insurance required by Subparagraph 11.1 shall name the Owner as an additional named insured.

#### 11.3 PROPERTY INSURANCE:

11.3.1 Delete paragraph and substitute the following:

11.3.1 The Owner will purchase and maintain Property Insurance upon the entire Work at the site in full insurable value thereof. This insurance shall include the interest in the Work of the Owner, the Construction Manager / General Contractor and the Subcontractors, and Sub-Subcontractors, and shall insure against the perils of Fire and Extended Coverage and shall include "All Risk" insurance for physical loss or damage including, without duplication, theft, vandalism, malicious mischief, collapse, and water damage. New construction will be insured immediately upon commencement of construction. The property of the Contractors and/or their employees, such as tools and equipment, sheds, machinery, etc. will not be covered by the Owner's insurance. Each Contractor shall purchase and maintain similar Property Insurance on portions of the Work stored off site or in transit when such portions of Work are approved to be included in an Application for Payment. The deductible of \$1,000 per event included in the Property Insurance shall be the responsibility of the Subcontractor.

11.3.8 Delete paragraph and substitute the following:

11.3.8 The Owner, as trustee, shall have power to adjust and settle any loss with the insurers, unless one (1) of the parties in interest shall object in writing five (5) days after the occurrence of loss, to the Owner's exercise of this power.

11.3.9 In the third sentence of Subparagraph 11.4.9, delete the words "in accordance with the award by arbitration in which case the procedure shall be as provided in Paragraph 15.3"

11.4.1.1 Contractor shall furnish Performance Bond and Payment Bond on the date of execution of the Contract.

#### ARTICLE 13:

##### MISCELLANEOUS PROVISIONS:

#### 13.1 GOVERNING LAW:

13.1 Add the following:

13.1.1 The Subcontractors, and General Contractor shall comply with all applicable provisions of the Florida Building Code 2007 (with latest supplements), Florida Fire Prevention Code 2007, applicable portions of the Florida Administrative Code, federal, state, and local law. All limits or standards set forth in this contract to be observed in the performance of the project are minimum requirements, and shall not affect the application of more restrictive standards to the performance of the project.

#### 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD:

13.7.1 Add the following:

13.7.1 As between the Owner and General Contractor: Chapter 95, Florida Statutes, shall govern limitations of actions under or resulting from this agreement.

#### ARTICLE 15:

##### CLAIMS AND DISPUTES:

#### 15.2 INITIAL DECISION:

15.2 Delete Paragraphs in its' entirety and substitute the following:

15.2.1 Any claim, dispute or other matter in question between the General Contractor, Subcontractor and the Owner, shall be referred to the Initial Decision Maker (the Architect will serve as the Initial Decision Maker unless otherwise indicated in the agreement), except those relating to artistic effect, and except those which have been waived by the making or acceptance of final payment, shall be subject to litigation at instance of the aggrieved party. However, no litigation of any such claim, dispute or other matter may be commenced until the earlier of (1); the date on which the Initial Decision Maker had rendered a written decision, or (2); the tenth (10) day after the parties have presented their evidence to the Initial Decision Maker, or have been given a reasonable opportunity to do so, if the Initial Decision Maker has not rendered his written decision by that date. When such a written decision of the Initial Decision Maker states (1); that the decision is final, but subject to appeal, and (2); that any litigation of a dispute or other matter covered by such decisions must be made within thirty (30) days after the date on which the party making the demand received the written decision. Failure to commence litigation within said thirty (30) day period will result in the Initial Decision Maker's decision becoming final and binding upon the General Contractor, Owner and the Subcontractor.

ARTICLE 17:  
EQUAL OPPORTUNITY:

ADD the following Article:

17.1 The Contractor shall maintain policies of employment compliant with Executive Order #11246 as follows:

17.1.1 Neither the Contractors or any Subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The General Contractor and Subcontractors agree to post in conspicuous places, available to employees and applicants of employment, notices setting forth the policies of non-discrimination.

17.1.2 The Contractor and all Subcontractors shall, in all solicitations advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national, origin, or age.

**END OF SECTION 008000**

## **SECTION 008200 – SPECIAL CONDITIONS**

### **TABLE OF CONTENTS:**

ARTICLE 1:	Permits and Fees
ARTICLE 2:	Project Signs
ARTICLE 3:	Layout of Work
ARTICLE 4:	Temporary Fencing and Security
ARTICLE 5:	Material Storage
ARTICLE 6:	Temporary Toilet Facilities
ARTICLE 7:	Use of Premises, Barricades and Protection
ARTICLE 8:	Temporary Field Office, Facilities and Parking
ARTICLE 9:	Cooperation - Disputes
ARTICLE 10:	Cleanup
ARTICLE 11:	Quality Control
ARTICLE 12:	Changes to the Work
ARTICLE 13:	Priority
ARTICLE 14:	Cooperation with Public Service Companies
ARTICLE 15:	Substitution of Materials and Equipment
ARTICLE 16:	Fastening Devices
ARTICLE 17:	Project Close-Out
ARTICLE 18:	Historical and Archaeological Data Preservation
ARTICLE 19:	Environmental Requirements
ARTICLE 20:	Indemnification
Attachment:	Certificate of Substantial Completion Form
Attachment:	Certificate of Contract Completion Form
Attachment:	Warranty-Guarantee Form

### **PART I - GENERAL REQUIREMENTS:**

These Special Conditions are hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier.

#### **ARTICLE 1: PERMITS AND FEES:**

- A. Building Permit: A local building permit is required for this project. The Contractor shall obtain all required approvals and inspections for the construction project. The Subcontractors and Suppliers shall cooperate with the Contractor in obtaining required approvals and inspections. The Owner has made arrangements with the Bay County Builders Services for Plan Review and Inspection Services and shall pay for the permit and inspection fees.
- B. Utility service connection fees and required utility service fees, if any, will be paid for and coordinated by the Contractor.
- C. Other Permits and Fees: Other than as noted above, the General Contractor shall obtain and pay for payment for all other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including any related inspection fees, in accordance with the contract between the Owner and the General Contractor.
- D. The General Contractor and all Subcontractors will be subject to all applicable County and local Municipal Occupational License Fees and Taxes.

#### **ARTICLE 2: PROJECT SIGNS:**

- A. The General Contractor will provide the project sign as designed by the Architect. The sign will be two 8' x 12' professionally painted (or digital printed and mounted) plywood signs indicating the Architect, Contractor and the Owner. No other signs or advertising

shall be displayed on the premises without the approval of the Architect. This does not exclude the posting of required trade notices and cautionary signage by the General Contractor or the Contractors. Directional signage indicating construction entrances, contractor parking, and other miscellaneous information shall be provided as required by the Contractor and as approved by the Owner.

- B. See SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

#### ARTICLE 3: LAYOUT OF WORK:

- A. The Contractor will accurately establish all principal lines, grades, levels, building base lines, and control points. Each Contractor/Subcontractor shall lay out his own work to dimension from principal lines and be responsible for layout of his Subcontractors' work. Each Contractor shall make provision to preserve control points, monuments, stakes, bench marks, or other datum points, and if any of these should be lost or displaced through neglect of the Contractor or Subcontractor, they shall be replaced at his cost.
- B. The Contractor shall be responsible for the correct location, dimensions, and elevations of his work. As the Work progresses, the Contractor shall lay out the exact locations of Work under his Contract, as a guide to all trades. Prior to any installation, HVAC, plumbing, and electrical contractors shall exchange layout drawings and coordinate the Work through the General Contractor.
- C. The General Contractor shall be responsible to take such field measurements as may be required to determine the size of ordered materials. In the event "Guaranteed Dimensions" are required, the General Contractor shall advise other Contractors or Material Suppliers by use of drawings, templates, or mock-ups of the required conditions.
- D. All work, and in particular piping, ducts, conduit, and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar work shall be installed as close to ceilings and walls as conditions reasonably permit, located to prevent interference with other work or with the use of the spaces in the manner required by the functions of the space and the Owner. Valves and clean-outs shall be located in inconspicuous but accessible locations and shall be field verified before proceeding with any work where exposed to view. The Subcontractors shall carefully plan the layout and review any questionable installations with the General Contractor and the Architect.

#### ARTICLE 4: TEMPORARY FENCING AND SECURITY:

- A. A temporary fencing enclosure around the work perimeter will not be required for the duration of the construction period. The General Contractor will provide and remove temporary fencing with gates at roadways for required access to the construction area, temporary facilities, storage, and staging areas. The Contractors and Subcontractors shall repair or replace fencing and surrounding areas damaged as a result of their operations. The Contractor shall remove and replace fencing and gates as required to provide access for oversized items. Temporary fencing shall be removed at the end of the project and the area shall be restored to it's original condition, or the designed condition as may be appropriate.
- B. The services of a watchman will not be provided by the General Contractor, Owner or the Architect. The Contractor and each Subcontractor shall be responsible for, and make good, any loss due to theft or vandalism during construction.
- C. Contractors shall advise the General Contractor and the Architect of any theft or damage which might delay the execution of the Work.
- D. See SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

#### ARTICLE 5: MATERIAL STORAGE:

- A. Each Contractor shall provide sufficient protection for his materials and equipment from damages by weather or construction work. Location shall be coordinated and approved



- by the General Contractor. During progress of work and upon completion of the work, remove all debris and leave the area in a clean and orderly condition.
- B. See SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 6: TEMPORARY TOILET FACILITIES:

- A. The General Contractor will obtain and maintain sanitary temporary toilet facilities acceptable to the local Health Department for use by all crew and workmen.
- B. Contractors will not have access to existing toilet facilities within this facility or the adjacent buildings for the use of his crew and workmen.
- C. See SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 7: USE OF PREMISES, BARRICADES AND PROTECTION:

- A. Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the General Contractor, Owner or Architect may establish.
- B. Before entering upon the Work, ascertain from the General Contractor, as approved by the Owner and Architect, what entrances, routes, or roadways shall be used for access to the work, and use only the entrance, routes, and roadways designed for movement of personnel, materials, and vehicles to and from the work.
- C. Each Contractor shall provide and maintain in good repair barricades, fences, overhead protection, guard railings, etc., as required by law or necessary for the protection of the public and personnel engaged in the Work from hazards incidental to this contract. Do everything necessary to protect Owner's employees, the public, and workmen from injury or damage to vehicles or other property.
- D. Whenever the Contractor/Subcontractor intends to depart from the normal work hours, he shall notify the General Contractor and the Architect at least twenty (20) hours in advance. Failure of the Contractor to give such timely notice may be cause for the Architect to require the removal or uncovering of the Work performed during such time without the knowledge of the Architect but is subject to the approval of the Owner.
- E. Protect pavement, curbs, and all existing construction and improvements during the course of the Work and repair all parts of same which become damaged. Each Contractor and Subcontractor shall be responsible for the necessary cleaning and repairing of adjacent streets and other improvements resulting from his operations.
- F. Each Contractor and Subcontractor shall be responsible for all damage to the Owner's property and this project due to his operations under this contract. Repair or replacement of damaged items shall be to the satisfaction of the General Contractor, Owner and the Architect.
- G. Provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during excavation work to protect them from collapse or movement, or other type of damage until such time as they are removed or repaired, incorporated into the new work, or can be properly backfilled upon completion of new work.
- H. Maintain clearances adjacent to and in connection with the work performed.
- I. Each Contractor or Subcontractor shall effectively confine dust, dirt, and noise to the actual construction areas.
- J. All employees shall maintain procedures as stated in the General Contractor's safety program.
- K. All Contractors and Subcontractors are required to provide on-site storage facilities in the areas designated by the General Contractor and approved by the Architect. Each Contractor shall assume full responsibility for the protection and safekeeping of products under his control which are stored on the site. Subcontractors must move any stored products, under Subcontractor's control, which interfere with operations of the General Contractor, Owner or separate Contractor as directed by the General Contractor.
- L. Contractors and Subcontractors must also obtain and pay for use of additional storage or work areas needed for his operations. The General Contractor shall receive from each

- Subcontractor, a receipt of shipment for all equipment stored on-site (or off-site if approved). No materials or equipment shall be removed from the site without the permission of the General Contractor and the Architect. No materials may be stored off-site unless approved in writing by the General Contractor, Architect and Owner.
- M. Each Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety, or the safety of persons or property.
  - N. All employees of the General Contractor and Subcontractors shall conduct themselves in a proper manner. Any disruptive behavior by any employee will cause that employee to be barred from the construction site and the Owner's property. The use of AM/FM radios is prohibited. Animals are not allowed on the property.
  - O. All pumping, bailing, or well point equipment necessary to keep excavations and trenches free from the accumulation of water during the entire progress of this work shall be the responsibility of the Contractor performing said excavations and trenches due to their scope of work. Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of any public agencies having jurisdiction.
  - P. General Contractor shall prepare a Safety Plan which clearly delineates areas for construction, safety barriers, exits, construction traffic during the various phases of the project prior to initiating construction.

#### ARTICLE 8: TEMPORARY FIELD OFFICES FACILITIES AND PARKING:

- A. The General Contractor, Owner and the Architect will designate an area for construction trailers (if provided) and parking for all construction workers. Placement and schedule shall be coordinated with the General Contractor.
- B. Contractors may provide a temporary field office and other temporary buildings as may be necessary for his operations as approved by the General Contractor. Storage and maintenance facilities shall be as required in accordance with the local Fire Marshall having jurisdiction. The Contractor shall arrange for the telephones and temporary electrical service in his area for their use.
- C. Each Contractor or Subcontractor shall maintain his designated space for office and sheds. This includes removal of weeds, debris, and trash. Clean and restore space at completion of the work.
- D. Temporary field offices and sheds shall not be used for living quarters.
- E. Offices and sheds, when provided, shall be of suitable and safe design, maintenance, and appearance. Temporary facilities shall be securely anchored to the ground to resist wind speed at the specific site of construction.
- F. All temporary offices and sheds must be removed within seven (7) days of written notice from the General Contractor or the Architect. Structures not removed in a timely manner will be removed by the Owner at the Contractor's expense.

#### ARTICLE 9: COOPERATION - DISPUTES:

- A. The completion of the Project within the described time is dependent upon the close and active cooperation at all those engaged therein. Therefore, it is expressly understood and agreed that each Contractor and Subcontractor shall lay out and install his work at such time, and in such manner as not to delay or interfere with the carrying forward of the work of others, and as directed by the General Contractor.
- B. In the event of any dispute arising as to possible or alleged interference between the various Subcontractors, which may retard the progress of the Work, the same shall be adjusted by the General Contractor.

#### ARTICLE 10: CLEANUP:

Contractors and Subcontractors shall be responsible for clean up in accordance with the General Contractor's bid package requirements.

ARTICLE 11: QUALITY CONTROL:

- A. It is the General Contractor's and the Subcontractor's responsibility to familiarize himself with all required tolerances and quality assurance clauses, which appear as part of the Contract Documents. It is also the General Contractor's and the Subcontractor's responsibility to reject or condemn work performed by his forces or the Sub-Subcontractor's forces which does not comply with the requirements set forth in the Contract Documents, or as required by law, codes, etc. NOTE: If a conflict appears between the tolerances and quality assurance of published industry standards and the requirements of the Contract Documents, the Contract Document requirements will govern.
- B. The Owner, Engineer and Architect will conduct periodic observations of the Work as it progresses. Should the Owner, Engineer or the Architect reject any portion of the Work, he will promptly notify the General Contractor with a Notice of Non-Conformance / Rejected Work. The General Contractor will immediately provide the responsible Contractor with a Notice of Non-Conformance / Rejected Work and upon receipt of such notification shall, within 48 hours, inform the General Contractor, Owner and Architect of his intended corrective plan of action.
- C. The General Contractor and Subcontractors should be aware that no monies will be awarded against defective work until such work is completed in a manner satisfactory to the Owner and Architect. In addition, the Architect/Engineer, depending on the extent of the rejected work, may decide to withhold additional monies to compensate for the projected cost of repairs.

ARTICLE 12: CHANGES TO THE WORK:

During the course of the General Contractor's and Subcontractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents and/or the nature and extent of the work as specified and described in the Contract Documents. The occurrence of such events may cause the General Contractor and Subcontractors to incur greater or less cost and expense to perform the work required to complete the subject Project. The General Contractor, Subcontractor or the Owner shall respectively be entitled to either an increase or decrease in the Contract Sum, whichever is the case. The changes shall be made as documented in Section 007000 AIA form A201 and Section 008000 Supplementary General Conditions.

ARTICLE 13: PRIORITY:

- A. In case of close quarters for installation of mechanical and electrical systems, and in the absence of instructions to the contrary, the following order or precedence shall be followed:
  - 1. Special Equipment - Electric Devices
  - 2. Light Fixtures
  - 3. Sheet Metal Duct Work
  - 4. Plumbing Work, including fire protection piping
  - 5. Mechanical Work, including Electrical and A/C pipes
  - 6. Electrical Work
  - 7. Control System
- B. After award of contracts and prior to start of construction the General Contractor will schedule a meeting with the Contractors/Subcontractors responsible for the work items listed above. The purpose of the meeting will be to introduce the coordination program and to determine its implementation in relation to the progress schedule.
- C. At the initial coordination meeting, the General Contractor will provide to the HVAC and Electrical Contractors the digital AutoCad drawings for the project upon receipt of a liability release form by the Architect. The HVAC and Electrical Contractors, with

reference and consideration to the structural, mechanical, electrical, fire protection, plumbing, and reflected ceiling plans, shall draw to scale, his proposed installation showing duct sizes, equipment layouts, and dimensions from column lines and from finished floors to bottom of ducts. Ductwork shall be maintained as tight as possible to the underside of floor slabs and/or beams. In congested areas, the HVAC Contractor shall, in addition, prepare drawings in section view. During this phase of the program, it shall be the Electrical Contractor's and the Fire Protection System Contractor's responsibility to furnish the HVAC Contractor with recessed lighting and sprinkler installation and clearance requirements. This information shall be outlined on the drawings by the HVAC Contractor.

- D. In the event a Contractor or Subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Subcontractor's installations.
- E. When a change order request is issued, the affected Contractors shall review the Coordination Drawings and bring to the attention of the General Contractor any revisions necessary to the work of others not directly affected by the change order.

#### ARTICLE 14: COOPERATION WITH PUBLIC SERVICE COMPANIES:

- A. Contractors/Subcontractors shall notify the appropriate persons within local utilities 48 hours before commencement of any work, to verify location of existing below grade pipes, cables, poles, towers, and right-of-ways that could be hazardous to life, limb, health or property. The Contractors/Subcontractors will be held solely responsible for any damage to existing utilities, or damaged property.

#### ARTICLE 15: SUBSTITUTION OF MATERIALS AND EQUIPMENT:

- A. All bids submitted shall be based on materials, equipment, and apparatus of the quality and make specified. The Bidder's attention is directed to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal. However, Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than specified or shown by name, make, or catalog number, shall make written request to the Architect timed so as to reach the Architect at least seven (7) working days prior to the date of receipt of bids. Such requests shall be accompanied by data supporting the claim to equality or equivalence.
- B. "Or Equal": The General Contractor and Subcontractors shall not decide that another product is equal or equivalent to the brand, or model specified. The Architect is solely charged with this responsibility and judgment. Where "or equal" is stated in the Specifications, it is the Architect/Engineer's and not the General Contractor's or Subcontractor's decision as to what brands or suppliers qualify as equal, or equivalent, or do not qualify as equal or equivalent.
- C. The Bidder shall submit drawings and other descriptive data of any modification, or items of assemblies, necessary to provide approved compliance with requirements and compatibility with adjacent components.
- D. Approval by the Architect, if given, will be made by Addendum. Said approval will indicate that the additional article, device, product material, fixture, form, or type of construction is approved for use insofar as the requirements of this Project are concerned. However, it is the responsibility of the Contractor and Subcontractor to ensure that the approved item meets all requirements of the Contract. Bids shall not be based on assumed acceptance of any item which has not been approved by Addendum or specified herein. If a substitute item is bid without prior written approval, the Architect holds the option to void that bid, or require that the work be incorporated as specified at no additional cost to the Owner or Architect.
- E. Under no circumstance will the Architect/Engineer be required to prove that a product proposed for substitution is, or is not, equal or equivalent quality to the product specified. It is mandatory that the Bidder submit a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts,

- performance and test data, and any other data, samples or information necessary for a complete evaluation. Insufficient data will not be considered.
- F. Where more than one (1) manufacturer's product is listed, the listing is not necessarily in order of preference, and all will be considered as equally acceptable as long as they meet the all design requirements of the Contract Documents and as determined by the Architect/Engineer.
- G. The Contractor shall provide the same guarantee for an approved substitution, if approved, that is originally required for the originally specified product.

#### ARTICLE 16: FASTENING DEVICES:

All exposed screw and bolt heads in secure spaces throughout the Project (this specifically excludes mechanical and electrical rooms) shall comply with the following:

- A. Any item which requires periodic access for maintenance shall have "spanner-head" fastening devices, or approved equal, which enables removal of the fastener with appropriate special tools.
- B. All exposed fastening devices shall be of tamper-proof design, where ever possible, as approved by the Architect/Engineer.
- C. All exterior fasteners shall be stainless steel unless otherwise specified by individual Sections.

#### ARTICLE 17: PROJECT CLOSE-OUT/DOCUMENTS:

The General Contractor, and each Subcontractor shall be responsible for collecting, identifying, and collating the following materials, as applicable to his portion of the Work, and shall submit the same (in triplicate) to the Architect. The General Contractor, shall properly organize the materials from himself and the various Contractors and Subcontractors into hard cover, 3-ring binders, and shall deliver copies of the finished books to the Architect and Engineer for verification. The Architect/Engineer will retain one (1) copy in his file and will deliver the remaining copies to the Owner for approval. This process, together with the As-Built Drawing requirements, must be completed before the Final Certificate for Payment will be issued by the Architect.

- A. INDEXING: All information shall be organized with categories indexed as per the project close-out index. The individual categories shall also be organized and indexed as per Section of the Specifications.
- B. LISTING OF CONTRACTOR AND SUB-CONTRACTORS: The Contractor shall provide a listing of all Sub-Contractors performing work on the site. Required information shall be as follows:  
(Example)
- |            |   |  |
|------------|---|--|
| Division 1 | CM / Contractor<br>Address                                  | Representative's Name<br>Phone Number          |
| Division 2 | Earth Moving and<br>Site Grading<br>Company Name<br>Address | Representative's Name<br>Title<br>Phone Number |
- C. CERTIFICATE OF SUBSTANTIAL COMPLETION: The General Contractor shall insert, at this point, a copy of the fully executed Certificate of Substantial Completion on the form incorporated in the project documents, as future reference for the Owner.
- D. CERTIFICATE OF STRUCTURES LOCATIONS: The General Contractor shall have a state registered surveyor certify, in writing, with seal affixed, that the location of all new structure(s) is in compliance with the Contract Documents.
- E. TESTING, INSPECTIONS AND CERTIFICATE OF OCCUPANCY: The General Contractor shall provide copies of all test and balance reports from his Contractors and

Subcontractors as required. (See Division 21 thru 28.) Provide copies of all Certificates of Inspection from controlling authorities for each trade, division, or section of work, as required. Provide a copy of final executed Certificate of Occupancy.

- F. LIEN WAIVERS: All releases and waivers of liens from the General Contractor, Contractors, Subcontractors, and Material Suppliers shall be on the form incorporated in the project documents.
- G. CONTRACTORS AFFIDAVIT OR PAYMENT OF DEBTS AND CLAIMS: The General Contractor and Subcontractors shall provide a certification on A.I.A. Document G706, Latest Edition, that all work covered by the bills of material and equipment, or other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied.
- H. CONSENT OF SURETY: The General Contractor and Contractors shall provide a Consent of Surety on A.I.A. Document G707, Latest Edition.
- I. WARRANTY, GUARANTEE AND BONDS:
  - 1. The General Contractor and Contractors shall, and hereby does guarantee all Work and materials called for in the Contract Documents, including all work performed by his Subcontractors, for a minimum period of one (1) year from the date of Substantial Completion of the building, unless a longer Warranty/Guarantee time is specified by individual Sections. Walk-thru will occur during the 11th month from the date of substantial completion.
  - 2. Warranty, guarantee and bonds will be as stated in the General Contractor's contract.
- J. INSTRUCTION/OPERATION MANUALS AND KEYS:
  - 1. Contractors shall provide all equipment diagrams, instruction/operation manuals, wiring diagrams, and pneumatic and/or electrical control diagrams as applicable for each working characteristic of mechanical, electrical, and special equipment furnished under this Contract, and submitted at Substantial Completion.
  - 2. The Contractors and Subcontractors shall provide a competent and experienced person(s) thoroughly familiar with the work, for a reasonable period of time to instruct the Owner's personnel in operation and maintenance of equipment, materials, and control systems. This instruction shall include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms, and alarm systems.
  - 3. Label turn-over all keys.
- K. MAINTENANCE MANUALS AND SPARE PARTS:  
(All items in this Section are required prior to issuance of Certificate of Substantial Completion.)
  - 1. Contractors shall provide all instructions and maintenance manuals for products, mechanical, electrical, and special equipment. This instruction shall include tracing the system in the field and on the diagrams in the manuals so that maintenance personnel will be thoroughly familiar with both systems and the data supplied.
  - 2. Contractors shall submit all parts lists, spare parts, tools, fuses, bulbs, and motor listing, containing locations, motor nameplate, rating, and size of overload relay installed.
  - 3. Contractors shall also provide all maintenance letters as listed in the specifications for manufacturer's cleaning procedures, materials and equipment to be used, including instruction as listed above.
- L. AS-BUILT DRAWINGS:
  - 1. Final corrected "As-Built" or "Record" drawings shall be complete and accepted by the Architect/Engineer. The A/E will provide digital AutoCAD 2007 drawing files to the Contractors upon receipt by the A/E of the liability release form attached in Specification Section 013310. Architect will not release documents in

- any other format or edition of AutoCAD. The Contractors will revise the AutoCAD drawing files in accordance with the actual construction of their work. The Subcontractors will then submit the revised documents to the General Contractor who will verify that the drawings reflect the actual construction. The General Contractor will forward approved As-Built/Record Drawings to the A/E for review.
2. Pipelines and ducts which are installed in furred spaces, pipe chases, or other spaces which can be readily inspected by the use of access panels or other means of access will not be considered as being concealed. With reference to electrical and mechanical work the exact (not diagrammatic) conduit, pipe, and duct runs shall be shown on these drawings.
  3. The documents shall be prepared by a competent draftsman and printed and submitted together with six sets of black line prints of the contract drawings - marked "As-Built/Record Drawings." In showing the changes the same legend shall be used to identify piping, etc., as was used on the contract drawings. A separate set of drawings shall be prepared for electrical, plumbing, heating, air conditioning, and ventilating work unless two (2) or more divisions are shown on the same sheets of the contract drawings, in which case the various Subcontractors shall also show their changes on the same sheets. Each sheet shall bear the date and name of the subcontractor submitting the drawings. Final payment shall not be made until said as-built documents have been received by the Architect, reviewed and accepted as complete and in accordance with the contract documents."

#### ARTICLE 18: HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION:

- A. The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of the Architect. Construction within the immediate area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. See the National Historic Preservation Act of 1966 (80 Stat 915, 16 U.S.C. § 470) and Executive Order No. 11593 of May 31, 1971.

#### ARTICLE 19 ENVIRONMENTAL REQUIREMENTS:

- A. Endangered Species. The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of the Architect. Construction within the affected area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the Florida Fish and Wildlife Conservation Commission.

#### ARTICLE 20: INDEMNIFICATION:

- A. To be as stated in General Contractor's contract

END OF SECTION

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Date: Project No.

The work performed under the Contract dated \_\_\_\_\_  
between GULF COAST STATE COLLEGE (the Owner)  
and \_\_\_\_\_ (the Contractor),  
for the construction of IFB#2-2015/2016; THE PHASE I CAMPUS IMPROVEMENTS PROJECT  
(Building/Project Name)  
was found to be Substantially Completed as of \_\_\_\_\_.

The term "Substantial Completion" shall mean that the construction is sufficiently completed in accordance with the Plans and Specifications, as modified in any Change Order agreed to by the parties, so that the Owner can occupy the building and/or utilize the facility/project for the use for which it was intended without hazard to the occupants or to the facility.

A list of items to be completed or corrected is appended hereto. This list may not be exhaustive and the failure to include an item on it does not alter the responsibility of the General Contractor or the Contractor to complete all the work in accordance with the Contract Documents, including authorized changes thereto.

The Contractor will complete or correct the work on the list of items appended hereto within thirty (30) calendar days from the Date of Substantial Completion.

Owner assumed full possession of the facility above described on \_\_\_\_\_.

The responsibility of the General Contractor to provide utilities, under the Contract Documents shall cease that date and the one-year warranty period or other specified warranty/guarantees so specified shall begin. Insurance coverage shall continue in accordance with provisions as amended of the Contract Documents.

\_\_\_\_\_  
(Architect/Engineer) (General Contractor)

\_\_\_\_\_  
(Authorized Representative) (Authorized Representative)

\_\_\_\_\_  
Department of

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Authorized Representative)



**CERTIFICATE OF CONTRACT COMPLETION**

AGENCY: GULF COAST STATE COLLEGE

PROJECT: IFB#2-2015/2016; THE PHASE I CAMPUS IMPROVEMENTS PROJECT

CONTRACTOR:

CONTRACT FOR:

CONTRACT DATE:

CONTRACT AMOUNT:

CONTRACTOR'S AFFIDAVIT

I solemnly swear (or affirm): That the work under the above named Contract and all Amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Workers' Compensation Claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance.

GENERAL CONTRACTOR:

ARCHITECT:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

(SEAL)

(SEAL)

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

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

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

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

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, known (or made known) to me to be the

(OWNER) OR (PARTNER) \_\_\_\_\_

of ,

(Corporate Officer-Title) \_\_\_\_\_

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

(Notary Public)

(Type Name):

My Commission Expires:

**WARRANTY – GUARANTEE**

Division No.: \_\_\_\_\_

Section No.: \_\_\_\_\_

Title No.: \_\_\_\_\_

TO: \_\_\_\_\_ GULF COAST STATE COLLEGE

(Owner)

RE: \_\_\_\_\_ IFB#2-2015/2016; THE PHASE I CAMPUS IMPROVEMENTS PROJECT

(Project Name)

(Contractor's Name) \_\_\_\_\_, does hereby certify to all guarantees and warranties taking effect on the date of Substantial Completion and shall remain in force as required by the Contract Documents for the Construction of ; and further certifies that all labor, materials, equipment or items necessary to execute said guarantees and warranties shall be furnished at no cost to the Owner for the duration of each guarantee or warranty period.

(Contractor's Name) \_\_\_\_\_

(Address)

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

(type name of signee below)

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

Sworn to and subscribed before me this

(NOTARIAL SEAL) \_\_\_\_\_ day of \_\_\_\_\_, 2010 .

Notary Public, State of Florida

My Commission Expires:

**END OF SECTION 008200**

## **SECTION 009000 – PUBLIC ENTITY CRIMES**

### PART 1 - GENERAL

#### 1.1 PUBLIC ENTITY CRIMES:

- A. The following statement informs you of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: “ A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provide in Section 287.017, for CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.”
- B. Complete the attached Sworn Statement and include with the Bid Form.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION (Not Used)

**END OF SECTION 009000**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES,  
**PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_

by \_\_\_\_\_

for \_\_\_\_\_

whose business address is

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

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)I, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_  
[printed, typed or stamped commissioned name of notary public]

**SECTION 009100 - TRENCH SAFETY AFFIDAVIT**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety and Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subparagraph P will be adhered to during trench excavation in accordance with tentative assignments to Florida Statute 553.60 through 553.64 inclusive (1990), "Trench Safety Act."

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>
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Trench Safety			
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\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared \_\_\_\_\_, personally known to me \_\_\_\_, or who produced \_\_\_\_\_ as identification, and who did \_\_\_\_ or did not \_\_\_\_ take an oath, and to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Notary Public Commission No.

\_\_\_\_\_  
My Commission expires:

**END OF SECTION 009100**

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Purchase contracts.
7. Owner-furnished products.
8. Access to site.
9. Coordination with occupants.
10. Work restrictions.
11. Specification and drawing conventions.

Related Section:

12. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

Project Identification:

IFB#2-2015/2016 GCSC PHASE 1 CAMPUS IMPROVEMENTS  
FLA Project No. 4166-06

1. Project Location:  
GULF COAST STATE COLLEGE  
5230 West US Highway 98  
Panama City, FL 32401

Owner:

GULF COAST STATE COLLEGE

2. Owner's Representative: Mr. John Mercer, Vice President for Administration & Finance.

Architect:

Florida Architects, Inc.  
648 Florida Avenue  
Panama City, Florida 32401  
850.257.5400

Project Website: Secure Project Website(s) administered by the Architect will be used for purposes of managing communication and documents during the construction stage.

3. See Division 01 Section "Project Management and Coordination" for Contractor's requirements for utilizing the Project Website.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. The Phase I Campus Improvements include: demolition of existing parking and roadways; new and modified underground utilities and infrastructure; modified and new stormwater collection system; new and modified concrete curbs and walkways; brick pavers; asphaltic concrete paving systems; area LED pole lighting and wireless control system; landscaping and irrigation work; and other minor improvements.

Type of Contract

2. Project will be constructed under a single prime contract.

#### 1.5 WORK BY OWNER

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.

#### 1.6 OWNER-FURNISHED PRODUCTS

Owner may furnish some of the products to be incorporated into the project. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making utility / infrastructure services connections.  
Owner-Furnished Products:

1. To Be Determined.

#### 1.7 ACCESS TO SITE

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.  
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: Limit site disturbance, including earthwork and clearing of vegetation, to 40 feet beyond construction perimeter; 20 feet beyond surface walkways, patios, surface parking, and utilities less than 12 inches in diameter; 20 feet beyond primary roadway curbs and main utility branch trenches; and 25 feet beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.
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.

## 1.8 COORDINATION WITH OCCUPANTS

Full Owner Occupancy: Owner will occupy site and adjacent building(s), except for the parking area and roadways to be constructed, 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 the Owner not less than 72 hours in advance of activities that will affect Owner's operations.

Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

3. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
4. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
5. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
6. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

## 1.9 WORK RESTRICTIONS

Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

On-Site Work Hours: Limit work on the existing campus to working hours of 4:00 a.m. to 11:00 p.m., Monday through Friday, except as otherwise indicated or as approved by the Owner.

2. Weekend Hours: None without Owner's permission.
3. Early Morning Hours: 4:00 a.m. to 6:00 a.m. with Owners permission.

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:

4. Notify Architect and Owner not less than two (2) days in advance of proposed utility interruptions.
5. Obtain Owner's written permission before proceeding with utility interruptions.

Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

6. Notify Architect and Owner not less than two (2) days in advance of proposed disruptive operations.
7. Obtain Owner's written permission before proceeding with disruptive operations.

Nonsmoking Campus: Smoking is not permitted at any stage of construction or during construction operations.

Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.

Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.

Employee Screening: Comply with Owner's requirements regarding drug and background screening of Contractor personnel working on the Project site.

8. Maintain list of approved screened personnel with Owner's Representative.

#### 1.10 SPECIFICATION AND DRAWING CONVENTIONS

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.

Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

3. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
4. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and/or as scheduled on Drawings.
5. Architectural Dictionary: A Concise Dictionary of Architectural Terms By John Henry Parker

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 011000**

## **SECTION 012500 - SUBSTITUTION PROCEDURES**

### PART 1 - GENERAL

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
  - 1. Division 01 Section "Alternates" for products selected under an alternate.
  - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 3. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

#### **1.3 DEFINITIONS**

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

#### **1.4 SUBMITTALS**

- A. Substitution Requests: Requests for substitution will not be accepted by the Architect after the bidding process and only in accordance with Section 008200, Special Conditions (Article 15, Substitution of Materials and Equipment) unless the Architect agrees to consider afterwards. 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. Submit Request for Substitution at least thirty (30) days prior to the scheduled submittal date of the specified product or service noted in paragraph "A" above.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction to be 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. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from FBC.
  - j. 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 date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

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

## 1.6 PROCEDURES

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

## PART 2 - PRODUCTS

## 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 10 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Requested substitution will not adversely affect the calculated LEED credits for the project.
  - c. Substitution request is fully documented and properly submitted including all credits due the Owner as a result of accepting this request.
  - d. Requested substitution will not adversely affect Contractor's construction schedule.
  - e. Requested substitution has received necessary approvals of authorities having jurisdiction; including NOA's where required.
  - f. Requested substitution is compatible with all portions of the Work.
  - g. Requested substitution has been coordinated with all portions of the Work.
  - h. Requested substitution provides either specified or extended warranty.
  - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with all other portions of the Work, is uniform and consistent, is compatible with all other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and other similar considerations.
  - b. Requested substitution is not of foreign manufacture and/or the manufacturer is not currently under investigation or litigation for production of products, or have been found guilty of production of products, that contain chemicals that may be harmful to human health.
  - c. Requested substitution will not adversely affect the calculated LEED credits for the project.
  - d. Requested substitution does not require revisions to the Contract Documents. If changes to the documents are contemplated, additional Owner responsibilities have been included as noted in no. one (1) above
  - e. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - f. Substitution request is fully documented and properly submitted.
  - g. Requested substitution will not adversely affect Contractor's construction schedule.
  - h. Requested substitution has received necessary approvals of authorities having jurisdiction; including NOA's where required.
  - i. Requested substitution is compatible with all other portions of the Work.
  - j. Requested substitution has been coordinated with all other portions of the Work.
  - k. Requested substitution provides either specified or extended warranty.

- I. If requested substitution involves more than one contractor, requested substitution has been coordinated with all other portions of the Work, is uniform and consistent, is compatible with all other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012500**

## **SECTION 012600 - CONTRACT MODIFICATION PROCEDURES**

### PART 1 - GENERAL

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
  - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

#### **1.3 MINOR CHANGES IN THE WORK**

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

#### **1.4 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are 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 Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 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 Architect.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

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

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION (Not Used)

#### **END OF SECTION 012600**



## **SECTION 012900 - PAYMENT PROCEDURES**

### PART 1 - GENERAL

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Division 01 Section "Supplementary General Conditions" for additional dates for processing the Application for Payment.
  - 2. Division 01 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 3. Division 01 Section "Unit Prices" for administrative requirements governing the use of unit prices.
  - 4. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 5. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
  - 6. Division 01 sustainable design requirements Section for administrative requirements governing submittal of cost breakdown information required for LEED documentation.

#### **1.3 DEFINITIONS**

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

#### **1.4 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.
  - 1. Coordinate 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 Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange schedule of values consistent with format of AIA Document G703.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
    - a. Include separate line items under Contractor and principal subcontracts for LEED documentation and other 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. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  8. 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.
  9. 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.
  10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders, Construction Change Directives, or Owner Direct Purchases result in a change in the Contract Sum.

## 1.5 APPLICATIONS FOR PAYMENT

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

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: Submit Application for Payment to Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the 18th.
  1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  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. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- 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. Submittal for project materials cost data.
  4. Contractor's construction schedule (preliminary if not final).
  5. Products list (preliminary if not final).
  6. Schedule of unit prices.
  7. Submittal schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012900**

## **SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Requests for Information (RFIs).
  - 4. Project Website.
  - 5. Project meetings.
- B. Related Sections:
  - 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 Owner, Architect, or Contractor seeking information from each other during construction.

#### **1.4 COORDINATION**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities 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. Pre-installation 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. Coordinate use of temporary utilities to minimize waste.
  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 KEY PERSONNEL

- A. Key Personnel Names: Within 10 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 home, office, and cellular telephone numbers and email addresses. 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, on Project Website, and by each temporary telephone. Keep list current at all times.

#### 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor 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. Frivolous RFIs
  1. RFIs submitted to the Architect, where the response is clearly obvious in the contract documents, shall be returned indicating only where the response may be located.
  2. The time involved in reviewing the documents to locate the response and the time required to prepare the response shall be billed to the Construction Manager at the Project Architect's prevailing wage rate.

- C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- D. RFI Forms: [AIA Document G716].
- E. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following 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 Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of Project Website or can be posted to the Project Website. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.

5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

## 1.7 PROJECT WEBSITE

- A. Use Architect's Project Website for purposes of hosting and managing project communication and documentation until Final Completion. Project Website shall include the following functions:
  1. Project directory.
  2. Project correspondence.
  3. Meeting minutes.
  4. Contract modifications forms and logs.
  5. RFI forms and logs.
  6. Task and issue management.
  7. Photo documentation.
  8. Schedule and calendar management.
  9. Submittals forms and logs.
  10. Payment application forms.
  11. Drawing and specification document hosting, viewing, and updating.
  12. Online document collaboration.
  13. Reminder and tracking functions.
  14. Archiving functions.
- B. Upon completion of Project, provide one complete archive copy of Project Website files to Owner and to Architect in a digital storage format acceptable to the Architect.
- C. Provide the following Project Website software packages under their current published licensing agreements:
  1. Basecamp by 37 Signals.
- D. Contractor, subcontractors, and other parties granted access by the Contractor to project Website shall execute a data licensing agreement in the form of Agreement included in this Project Manual.

## 1.8 PROJECT MEETINGS

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



2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Critical work sequencing and long-lead items.
    - c. Designation of key personnel and their duties.
    - d. Lines of communications.
    - 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. Sustainable design requirements.
    - l. Preparation of record documents.
    - m. Use of the premises and existing building.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.
  4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity 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 Architect, and Owner's Commissioning Authority, of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility 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 other parties requiring information.
  - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 14 days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  - 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for preparing operations and maintenance data.
    - e. Requirements for demonstration and training.
    - f. Preparation of Contractor's punch list.
    - g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - h. Submittal procedures.
    - i. Owner's partial occupancy requirements.
    - j. Installation of Owner's furniture, fixtures, and equipment.
    - k. Responsibility for removing temporary facilities and controls.
  - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities

- shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
- a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
- 1) Interface requirements.  
2) Sequence of operations.  
3) Status of submittals.  
4) Deliveries.  
5) Off-site fabrication.  
6) Access.  
7) Site utilization.  
8) Temporary facilities and controls.  
9) Progress cleaning.  
10) Quality and work standards.  
11) Status of correction of deficient items.  
12) Field observations.  
13) Status of RFIs.  
14) Status of proposal requests.  
15) Pending changes.  
16) Status of Change Orders.  
17) Pending claims and disputes.  
18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013100**

## **SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION**

### PART 1 - GENERAL

#### **1.1 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 documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Site condition reports.
  - 7. Special reports.
- B. Related Requirements:
  - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  - 2. 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 Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. 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 Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. 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.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
1. Working electronic copy of schedule file, where indicated.
  2. PDF electronic file.
  3. Two paper copies.
- B. Startup construction schedule.
1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  3. Total Float Report: List of all activities sorted in ascending order of total float.
  4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at monthly intervals.
- H. Material Location Reports: Submit at monthly intervals.
- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Special Reports: Submit at time of unusual event.
- K. Qualification Data: For scheduling consultant.

#### 1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
  2. Verify availability of qualified personnel needed to develop and update schedule.
  3. Discuss constraints, including phasing work stages area separations interim milestones and partial Owner occupancy.
  4. Review delivery dates for Owner-furnished products.
  5. Review schedule for work of Owner's separate contracts.
  6. Review submittal requirements and procedures.
  7. Review time required for review of submittals and resubmittals.
  8. Review requirements for tests and inspections by independent testing and inspecting agencies.
  9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
  10. Review and finalize list of construction activities to be included in schedule.
  11. Review procedures for updating schedule.

## 1.6 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, submittal schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from entities involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  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 submittal schedule.

4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. 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. Owner-Furnished Products: 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.
  6. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Uninterruptible services.
    - c. Partial occupancy before Substantial Completion.
    - d. Use of premises restrictions.
    - e. Seasonal variations.
    - f. Environmental control.
  7. 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.
  8. Construction Areas: 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. Temporary enclosure and space conditioning.
    - c. Permanent space enclosure.
    - d. Completion of mechanical installation.
    - e. Completion of electrical installation.
    - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and the following interim milestones:

1. Temporary enclosure and space conditioning.
- E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
  1. See Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.
- G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
  1. Use Scheduling component of Project Website software specified in Division 01 Section "Project Management and Coordination," for Windows operating system.

## 2.2 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit startup, 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 10 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions, including presence of rain.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (see special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Emergency procedures.
  12. Orders and requests of authorities having jurisdiction.
  13. Change Orders received and implemented.



14. Construction Change Directives received and implemented.
  15. Services connected and disconnected.
  16. Equipment or system tests and startups.
  17. Partial completions and occupancies.
  18. Substantial Completions authorized.
- B. Material Location Reports: At monthly 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. Indicate the following categories for stored materials:
1. Material stored prior to previous report and remaining in storage.
  2. Material stored prior to previous report and since removed from storage and installed.
  3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant or qualified staff member to provide planning, evaluation, and reporting using CPM scheduling.
1. In-House Option: If Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. 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 final completion percentage for each activity.

- C. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 013200**

## **SECTION 013300 - SUBMITTAL PROCEDURES**

### PART 1 - GENERAL

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 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.
- B. Related Sections:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### **1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Architect'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 Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections 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 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 modifications to submittals noted by the Architect 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 start-up 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.
  - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
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 Architect's final release or approval.
  - g. Scheduled dates for purchasing.
  - h. Scheduled dates for installation.
  - i. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
  1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: The Contract Drawings are available in AUTO Cad 2007.
    - c. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
- 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 concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  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.
    - a. Architect 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 Architect's receipt of submittal. No extension of the

Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 7 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Name of subcontractor.
    - f. Name of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - 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.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
  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. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Include the following information on an inserted cover sheet:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Name of subcontractor.

- g. Name of supplier.
  - h. Name of manufacturer.
  - 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. Related physical samples submitted directly.
  - m. Other necessary identification.
- 5. Include the following information as keywords in the electronic file metadata:
  - a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- F. Options: Identify options requiring selection by the Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
  - 1. Transmittal Form: Use AIA Document G810.
  - 2. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Indication of full or partial submittal.
    - j. Drawing number and detail references, as appropriate.
    - k. Transmittal number, numbered consecutively.
    - l. Submittal and transmittal distribution record.
    - m. Remarks.
    - n. Signature of transmitter.
  - 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. 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 Architect's action stamp.

- K. 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.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Architect'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 Website specifically established for Project.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect will return two copies.
  - 3. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - 4. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
  - 5. 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.
  - 6. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- 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 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 in the following format:
  - a. PDF electronic file.
  - b. Three paper copies of Product Data, unless otherwise indicated. Architect will return two copies.
- 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 8-1/2 by 11 inches but no larger than 30 by 42 inches.
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
    - b. If required by Architect, two opaque (bond) copies of each submittal. Architect will return one copy.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.



- b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect may retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project record sample.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: 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. Manufacturer and product name, and model number if applicable.
  - 3. Number and name of room or space.
  - 4. Location within room or space.
  - 5. Submit product schedule in the following format:
    - a. PDF electronic file.
    - b. If required by Architect, three paper copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
- F. Contractor's Construction 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. Submit subcontract list in the following format:

- a. PDF electronic file.
  - b. Number of Copies: Three paper copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. 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 American Welding Society (AWS) forms. Include names of firms and personnel certified.
- L. 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.
- M. 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.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit 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.
- Q. Product Test Reports: Submit 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.
- R. Research Reports: Submit 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.
- S. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- T. Preconstruction Test Reports: Submit 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.
- U. Compatibility Test Reports: Submit 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.
- V. Field Test Reports: Submit reports 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.
- W. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- X. Design Data: Prepare and submit 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.

## 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 Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file and three paper copies 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.

## 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 Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**END OF SECTION 013300**

**SECTION 013310 - DIGITAL FILE RELEASE**

**DIGITAL FILE DESCRIPTION:** \_\_\_\_\_  
(or identify and attach list)

**REQUESTED BY:**  
Company Name: \_\_\_\_\_

**PROJECT:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Florida Architects, Inc. owns the rights to these DIGITAL drawing files as listed below and are transmitted **for the specific purpose of the above referenced Company (herein referred to as "Company") Contract Work** and may not be modified, copied or reproduced in any form or manner, nor assigned to another individual or entity without express written consent from Florida Architects, Inc., for any reason other than for the purpose of the Company Contract work.

Florida Architects, Inc. assumes no liability as to the reliability of the information contained in these files for the purposes of Company contract work, including but not limited to the indicated dimensions. These DIGITAL files are not construction documents. Differences may exist between these DIGITAL files and corresponding hard-copy construction documents. Florida Architects, Inc. makes no representation regarding the accuracy or completeness of the DIGITAL electronic files you receive. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by Florida Architects, Inc. and the DIGITAL files, the signed and sealed hard-copy construction documents shall govern. The Company is responsible for determining if any conflicts exist. By the use of these files, the Company is not relieved of its duty to fully comply with the contract documents, including and without limitation, the need to check and coordinate work with that of other contractors for the project. By signature below, the Company releases Florida Architects, Inc. from any and all liability regarding the information contained in these DIGITAL files.

Florida Architects, Inc. reserves the right to modify, correct and change the original documents as needed, and may do so without necessarily notifying any other parties, including the Company.

Upon receipt of said drawing files, I \_\_\_\_\_

acknowledged as the \_\_\_\_\_ of \_\_\_\_\_  
understand that the said files are for my general information and assistance to accomplish the work of the Company and agree to the conditions of the above statement.

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

Printed Name and Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

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

Personally Known \_\_\_\_\_ Produced Identification \_\_\_\_\_ Type \_\_\_\_\_

**END OF SECTION 013310**

**SECTION 013320 - ROUTING TRANSMITTAL**

**CONTRACTOR:** \_\_\_\_\_ **ARCHITECT** Florida Architects, Inc.  
924 Delaney Ave.  
Orlando, Florida 32806

**SPEC. SECTION NO.** \_\_\_\_\_

**ITEM** \_\_\_\_\_ **Project No.** 4166-06

**SUB-CONTRACTOR / SUPPLIER** \_\_\_\_\_ **Project Name** GCSC PHASE I CAMPUS  
IMPROVEMENTS

**DATE SENT** \_\_\_\_\_ **NO. COPIES** \_\_\_\_\_ **OWNER** GULF COAST  
STATE COLLEGE

**VARIANCE ATTACHED YES** \_\_\_\_\_ **NO** \_\_\_\_\_ **DATE RECEIVED**

**FLA to CONSULTANT** \_\_\_\_\_ **DATE RECEIVED BY CONSULTANT**

**DATE SENT** \_\_\_\_\_ **NO. COPIES** \_\_\_\_\_

**ENGINEER** \_\_\_\_\_

**ATTN:** \_\_\_\_\_

**CONSULTANT to FLA** \_\_\_\_\_ **DATE RECEIVED BY FLA**

**DATE SENT** \_\_\_\_\_ **NO. COPIES** \_\_\_\_\_

**REVIEWED BY** \_\_\_\_\_

**COMMENTS** \_\_\_\_\_

**FLA to CONTRACTOR** \_\_\_\_\_ **DATE RECEIVED BY CONTRACTOR**

**DATE SENT** \_\_\_\_\_

**TO CONTRACTOR** \_\_\_\_\_

**AGENCY** \_\_\_\_\_ **OWNER** \_\_\_\_\_ **FILE** \_\_\_\_\_

**ACTION TAKEN:**

\_\_\_\_\_ Rejected  
\_\_\_\_\_ Revise and Resubmit as Noted  
\_\_\_\_\_ Conforms with Design Concept as Noted  
\_\_\_\_\_ Conforms with Design Concept  
\_\_\_\_\_ Submit Corrected Copy  
\_\_\_\_\_ No Action Taken

**END OF SECTION 013320**

## **SECTION 014000 - QUALITY REQUIREMENTS**

### PART 1 - GENERAL

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and 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 Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
  - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Divisions 02 through 49 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. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D.
  - 1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.

- E. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. 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 specified requirements.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. 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. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- K. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: 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 conflicting requirements that are different, but apparently equal, to Architect 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 Architect for a decision before proceeding.

#### 1.5 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
  - 1. Indicate manufacturer and model number of individual components.
  - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.

1. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  1. Specification Section number and title.
  2. Entity responsible for performing tests and inspections.
  3. Description of test and inspection.
  4. Identification of applicable standards.
  5. Identification of test and inspection methods.
  6. Number of tests and inspections required.
  7. Time schedule or time span for tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality-control service.

#### 1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 7 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  1. Project Quality-Control Manager may also serve as Project Superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
  1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
  3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

#### 1.8 REPORTS AND DOCUMENTS



- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, 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.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement weather conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement weather conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.
- 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.

## 1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. 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. 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 Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
  4. Demonstrate the proposed range of aesthetic effects and workmanship.
  5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow five days for initial review and each re-review of each mockup.
  6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  7. Demolish and remove mockups when directed, unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup in accordance with approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual specification sections, along with supporting materials.

#### 1.10 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. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. 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.
  2. 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.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. 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. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. 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.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the 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.
- G. 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.
- H. 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.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
  - 1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### 1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Retesting and reinspecting corrected work.

## 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 Architect.
  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 Architect'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 or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 014000**

## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 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 DEFINITIONS

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

#### 1.3 INDUSTRY STANDARDS

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

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's

"Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the United States."

- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
ACI	American Concrete Institute www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CPA	Composite Panel Association www.pbmdf.com	(703) 724-1128
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300

EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarooft.com	(407) 671-3772
GS	Green Seal www.greenseal.org	(202) 872-6400
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NFPA	NFPA	(800) 344-3555



	(National Fire Protection Association) www.nfpa.org	(617) 770-3000
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
RCSC	Research Council on Structural Connections www.boltcouncil.org	
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

FBC	Florida Building Code <a href="http://www.floridabuildingcode.org">www.floridabuildingcode.org</a>	
ICC	International Code Council <a href="http://www.iccsafe.org">www.iccsafe.org</a>	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. <a href="http://www.icc-es.org">www.icc-es.org</a>	(800) 423-6587 (562) 699-0543
UBC	Uniform Building Code (See ICC)	

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers <a href="http://www.usace.army.mil">www.usace.army.mil</a>	(202) 761-0011
CPSC	Consumer Product Safety Commission <a href="http://www.cpsc.gov">www.cpsc.gov</a>	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce <a href="http://www.commerce.gov">www.commerce.gov</a>	(202) 482-2000
DOD	Department of Defense <a href="http://.dodssp.daps.dla.mil">http://.dodssp.daps.dla.mil</a>	(215) 697-6257
DOE	Department of Energy <a href="http://www.energy.gov">www.energy.gov</a>	(202) 586-9220
EPA	Environmental Protection Agency <a href="http://www.epa.gov">www.epa.gov</a>	(202) 272-0167
GSA	General Services Administration <a href="http://www.gsa.gov">www.gsa.gov</a>	(800) 488-3111
NIST	National Institute of Standards and Technology <a href="http://www.nist.gov">www.nist.gov</a>	(301) 975-6478
OSHA	Occupational Safety & Health Administration <a href="http://www.osha.gov">www.osha.gov</a>	(800) 321-6742 (202) 693-1999
PBS	Public Buildings Service (See GSA)	
USDA	Department of Agriculture <a href="http://www.usda.gov">www.usda.gov</a>	(202) 720-2791
USPS	Postal Service <a href="http://www.usps.com">www.usps.com</a>	(202) 268-2000

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA)	(800) 872-2253
	Architectural Barriers Act (ABA)	(202) 272-0080
	Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	
CFR	Code of Federal Regulations	(866) 512-1800
	Available from Government Printing Office	(202) 512-1800
	<a href="http://www.gpoaccess.gov/cfr/index.html">www.gpoaccess.gov/cfr/index.html</a>	
DOD	Department of Defense Military Specifications and Standards	(215) 697-2664
	Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification	(215) 697-2664
	Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	
	Available from Defense Standardization Program <a href="http://www.dps.dla.mil">www.dps.dla.mil</a>	
	Available from General Services Administration	(202) 619-8925
	<a href="http://www.gsa.gov">www.gsa.gov</a>	
	Available from National Institute of Building Sciences	(202) 289-7800
	<a href="http://www.wbdg.org/ccb">www.wbdg.org/ccb</a>	
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards	(215) 697-2664
	Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	
UFAS	Uniform Federal Accessibility Standards	(800) 872-2253
	Available from Access Board	(202) 272-

0080

[www.access-board.gov](http://www.access-board.gov)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 014200**

## **SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 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 temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
  - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.
  - 2. Division 31 Section "Dewatering" for disposal of ground water at Project site.
  - 3. Division 32 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

#### **1.3 USE CHARGES**

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Owner will pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- D. Sewer, Water, and Electric Power Service: Use charges are specified in Division 01 Section "Multiple Contract Summary."

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.
  - 1. Indicate sequencing of work that requires water, such as grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- D. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control measures proposed for use, proposed locations, and proposed time frame for

their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control elements at each phase of the work.
2. Waste management plan.

## 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and FBC/ANSI A117.1.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

# PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch , 0.148-inch- thick, 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 rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch , 0.148-inch- thick, 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 or galvanized steel bases for supporting posts.
- C. Dust Control: Provide watering as necessary.

## 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: If provided, prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  1. Store combustible materials apart from buildings.

## 2.3 EQUIPMENT

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

### 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.
  - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system or private system indicated as directed by authorities having jurisdiction.
- C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

#### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary parking areas for construction personnel.

- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized or additional signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- H. 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 as required to 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. Temporary Erosion and Sedimentation Control: Comply with requirements of authorities having jurisdiction, and requirements specified in Division 31 Section "Site Clearing."
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."
- E. Site Gates: Before construction operations begin, furnish and install site gates in a manner that will prevent people from easily entering site except by entrance gates when opened.
  - 1. Extent of Fence: As required to control traffic onto Project site or portion determined sufficient to accommodate construction operations.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

### 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.
- 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 roads and paved areas not intended for or acceptable for integration into permanent construction. 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, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

**END OF SECTION 015000**

**SECTION 015010 – PROJECT SIGN**

See Attached Documents

**END OF SECTION 015010**

1. PROJECT NAME	
4. OPENING DATE	2. OWNER
3. OWNER LOGO	
5. BOARD MEMBERS - DIRECTORS IF APPLICABLE	
6. PROJECT RENDERING OR OTHER IMAGE(S)	
 <p>Florida Architects, Inc. Orlando, Florida 407.370.5555 www.floridaarchitects.com</p>	
7. CM-CONTRACTOR NAME, LOCATION, PHONE, WEBSITE & LOGO	

1. Sign should be scaled as appropriate to size & profile of building & site.
2. If no board members, directors or individual names, place FLA & contractor information in area #5, and list consultants, if desired at bottom of sign.
3. To be approved by Owner.
4. Use this as a basic guide for information to include. Arrange areas as appropriate with images and information to be used.

## **SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION**

### 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 protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.
- B. Related Sections include the following:
  - 1. Division 01 Section "Summary" for limits placed on Contractor's use of the site.
  - 2. Division 01 Section "Temporary Facilities and Controls" for temporary tree protection.
  - 3. Division 31 Section "Site Clearing" for removal limits of trees, shrubs, and other plantings affected by new construction.
  - 4. Division 31 Section "Earth Moving" for building and utility trench excavation, backfilling, compacting and grading requirements, and soil materials.

#### **1.3 DEFINITIONS**

- A. Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- C. Qualification Data: For tree service firm and arborist.
- D. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

#### **1.5 QUALITY ASSURANCE**

- A. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.
- B. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
- C. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
  - 1. Before tree protection and trimming operations begin, meet with representatives of authorities having jurisdiction, Owner, Architect, consultants, and other concerned entities to review tree protection and trimming procedures and responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
  - 1. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.
- B. Chain-Link Fence: Metallic-coated steel chain-link fence fabric of 0.120-inch- diameter wire; a minimum of 72 inches high; with 1.9-inch- diameter line posts; 2-3/8-inch- diameter terminal and corner posts; 1-5/8-inch- diameter top rail; and 0.177-inch- diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
- C. Organic Mulch: Ground or shredded bark, free of deleterious materials.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Temporary Fencing: Install temporary fencing around tree protection zones to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.
  - 1. Install chain-link fence according to ASTM F 567 and manufacturer's written instructions.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.

### 3.2 EXCAVATION

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
  - 1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

### 3.3 REGRADING

- A. Minor Fill: Where existing grade is 6 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.4 TREE PRUNING

- A. Prune trees to remain that are affected by temporary and permanent construction.
- B. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.

3.5 TREE REPAIR AND REPLACEMENT

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
  - 1. Provide new trees of same size and species as those being replaced; plant and maintain as specified in Division 32 Section "Plants."

3.6 DISPOSAL OF WASTE MATERIALS

- A. Burning is not permitted.
- B. Disposal: Remove excess excavated material and displaced trees from Owner's property.

**END OF SECTION 015639**

## **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. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.
  - 4. Coordination of Owner-installed products.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
  - 8. Correction of the Work.
- B. Related Sections include the following:
  - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
  - 3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
  - 4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### **1.3 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. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit two copies signed by land surveyor.

#### **1.4 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.

### PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Utilities: 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 and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.



5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. 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.
- C. 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 for each building within the project.

### 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.
  4. Maintain minimum headroom clearance of 10 feet in spaces without a suspended ceiling.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for thermal movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F .
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

### 3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken surfaces.

### END OF SECTION 017300

## **SECTION 017329 - CUTTING AND PATCHING**

### PART 1 - GENERAL

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

#### **1.3 DEFINITIONS**

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### **1.4 SUBMITTALS**

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
  - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
  - 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

#### **1.5 QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
  - 1. Primary operational systems and equipment.
  - 2. Mechanical systems piping and ducts.
  - 3. Control systems.
  - 4. Communication systems.
  - 5. Electrical wiring systems.
  - 6. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
  - 1. Water, moisture, or vapor barriers.
  - 2. Equipment supports.
  - 3. Piping, ductwork, vessels, and equipment.
  - 4. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete or 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 Division 31 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in place to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.

- D.     Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

**END OF SECTION 017329**

## **SECTION 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 49 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. Complete startup testing of systems.
  - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.



9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  10. Complete final cleaning requirements, including touchup painting.
  11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first.
  2. Organize items applying to each space by major element.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.

## 1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

- e. Clean exposed exterior 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 labels that are not permanent.
  - g. 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.
  - h. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - i. 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.
  - j. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION 017700**

## **SECTION 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. This 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. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
  - 4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

#### **1.3 DEFINITIONS**

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### **1.4 SUBMITTALS**

- A. Initial Submittal: Submit 2 draft copies of each manual at least 7 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit one (1) copies of each manual in final form at least 5 days before final inspection. Architect will return copy with comments within 7 days after final inspection.
  - 1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 7 days of receipt of Architect's comments.

#### **1.5 COORDINATION**

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
  - 1. List of documents.
  - 2. List of systems.
  - 3. List of equipment.
  - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

### 2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name, address, and telephone number of Contractor.
  - 6. Name and address of Architect.
  - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
  4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
  5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.3 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. Flood.
  2. Gas leak.
  3. Water leak.
  4. Power failure.
  5. Water outage.
  6. System, subsystem, or equipment failure.
- 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.
  2. Performance and design criteria if Contractor is 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.
  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 MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
  2. Manufacturer's name.

3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

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.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard printed 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 videotape, 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 Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

### **END OF SECTION 017823**

## **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. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Sections include the following:
  - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

#### **1.3 SUBMITTALS**

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal: Submit one set(s) of plots from corrected Record CAD Drawings and one set(s) of marked-up Record Prints. Architect will initial and date each plot and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return plots and prints for organizing into sets, printing, binding, and final submittal.
    - b. Final Submittal: Submit one set(s) of marked-up Record Prints, one set(s) of Record CAD Drawing files, one set(s) of Record CAD Drawing plots, and three copies printed from record plots. Plot and print each Drawing, whether or not changes and additional information were recorded.
      - 1) Electronic Media: CD-R or DVD.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
  - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity that obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the 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 understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor or grade.
    - 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. Changes made by Change Order or Construction Change Directive.
    - i. Changes made following Architect's written orders.
    - j. Details not on the original Contract Drawings.
    - k. Field records for variable and concealed conditions.
    - l. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  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 CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
  2. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information. Contractor to submit executed Digital File Release Form.
    - a. Architect makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.

- b. CAD Software Program: The Contract Drawings are available in Autodesk Architectural Desktop 2007
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
  - 1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  - 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. 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. Record CAD Drawings: Organize CAD 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 CAD file.
  - 3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  - 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

## 2.3 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, Record Specifications, and Record Drawings where applicable.

#### 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

### 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 modifications to Project Record Documents as they occur; do not wait until the 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 Architect's reference during normal working hours.

**END OF SECTION 017839**

## **SECTION 017900 - DEMONSTRATION AND TRAINING**

### **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 instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.
- B. Related Sections:
  - 1. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Date of video recording.

2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, three-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use.

## 1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
- D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  1. Inspect and discuss locations and other facilities required for instruction.
  2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  3. Review required content of instruction.
  4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

## 1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

### 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.

- c. Operating standards.
  - d. Regulatory requirements.
  - e. Equipment function.
  - f. Operating characteristics.
  - g. Limiting conditions.
  - h. Performance curves.
- 2. Documentation: Review the following items in detail:
  - a. Emergency manuals.
  - b. Operations manuals.
  - c. Maintenance manuals.
  - d. Project record documents.
  - e. Identification systems.
  - f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
- 3. Emergencies: Include the following, as applicable:
  - a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
- 4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.



- c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### 3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner with at least seven days' advance notice.
- C. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

#### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect.

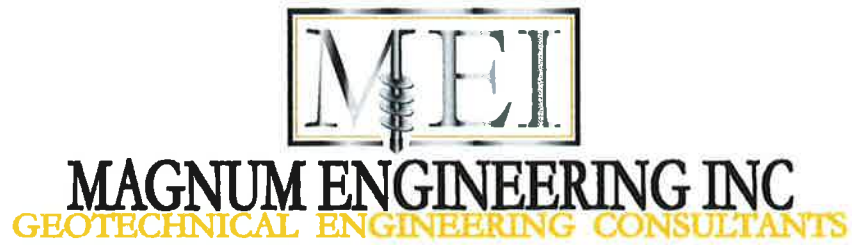
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Narration: Describe scenes on video recording by audio narration by microphone while or dubbing audio narration off-site after video recording is recorded. Include description of items being viewed.
- E. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- F. Pre-Produced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

**END OF SECTION 017900**

**SECTION 019999 – GEOTECHNICAL RECOMMENDATIONS**

See Attached Report

**END OF SECTION 019999**



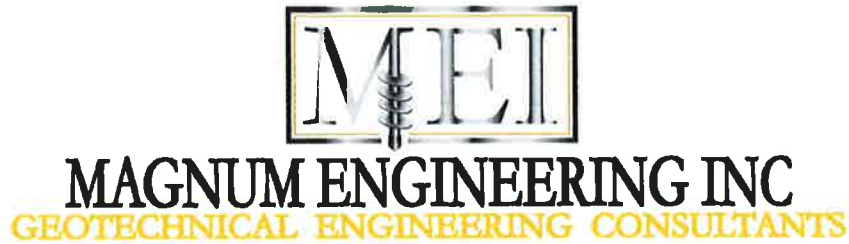
GEOTECHNICAL ENGINEERING REPORT

**GULF COAST STATE COLLEGE PARKING LOT PHASE I  
CORES AND AUGER BORINGS  
BAY COUNTY, FLORIDA**

PREPARED FOR:

**PREBLE-RISH, INC.  
203 ABERDEEN PARKWAY  
PANAMA CITY, FLORIDA 32405**

**1026 PIERSON DRIVE  
LYNN HAVEN, FLORIDA 32444  
TELEPHONE (850) 258.0994 FAX (850) 248.0994**



March 10, 2015

Preble-Rish, Inc.  
Mr. Jonathan Sklarski, P.E.  
203 Aberdeen Parkway  
Panama City, Florida 32405

**SUBJECT:** Gulf Coast State College Parking Lot Phase I – Geotechnical Services  
Bay County, Florida  
MEI Project No. M114-100-154

Dear Mr. Sklarski:

This letter forwards the results of the Fifteen (15) parking lot cores and hand auger borings performed throughout the existing parking lot. The purpose of the cores and hand auger borings were to determine the thickness of the surface course and base material and to identify the subgrade soils present within the existing parking lot. Upon completion of our field testing, the samples were brought back to the office for visual inspection, classification and analysis by our engineering staff.

#### **Soil Conditions**

Beneath the asphalt pavement, the auger borings generally encountered an oyster shell base with brown slightly silty fine sands ranging in thickness from roughly 3 inches to 13 inches underlain by clean fine sands and slightly silty fine sands to the bottom of the 4 foot to 5 foot deep auger borings. Note that at boring location C-14 an obstruction was hit a 2 feet below existing grade that we could not penetrate.

The above subsurface descriptions are of a generalized nature, provided to highlight the major soil strata encountered. The Logs of Boring should be reviewed for specific subsurface conditions at each boring location. The stratifications shown on the Logs of Boring represent the subsurface conditions at the actual boring locations only, and variations in the subsurface conditions can and may occur between boring locations and should therefore be expected. The stratifications represent the approximate boundary between subsurface materials, and the transitions between strata may be gradual.

The attached Table #1 shows the average thickness of the asphalt present at the Fifteen (15) locations.

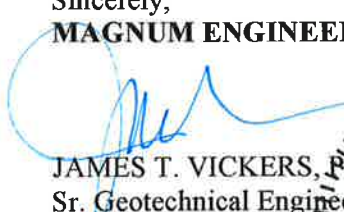
Location Number	Asphalt Thickness (inches)
C-1	4
C-2	3
C-3	6.5
C-4	4.5
C-5	3.5
C-6	4
C-7	2.25
C-8	2.5
C-9	2.75
C-10	2.25
C-11	1.5
C-12	2.5
C-13	3.5
C-14	4
C-15	3

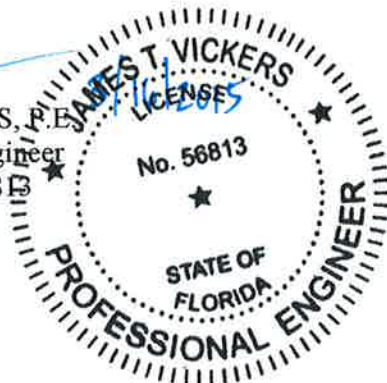
#### **Groundwater Conditions**

Groundwater was encountered at depths ranging from approximately 3 ½ feet to greater than 5 feet below existing grade at the time of our exploration (March 4, 2015), which was during a period of normal seasonal rainfall. Groundwater levels will fluctuate with rainfall and could vary several feet during typical seasonal fluctuations. Larger fluctuations are possible under severe weather conditions. We recommend that the Contractor verify the actual groundwater levels at the time of construction to determine potential impacts groundwater will have on construction procedures. Please refer to the attached logs of boring for existing groundwater data at each test location.

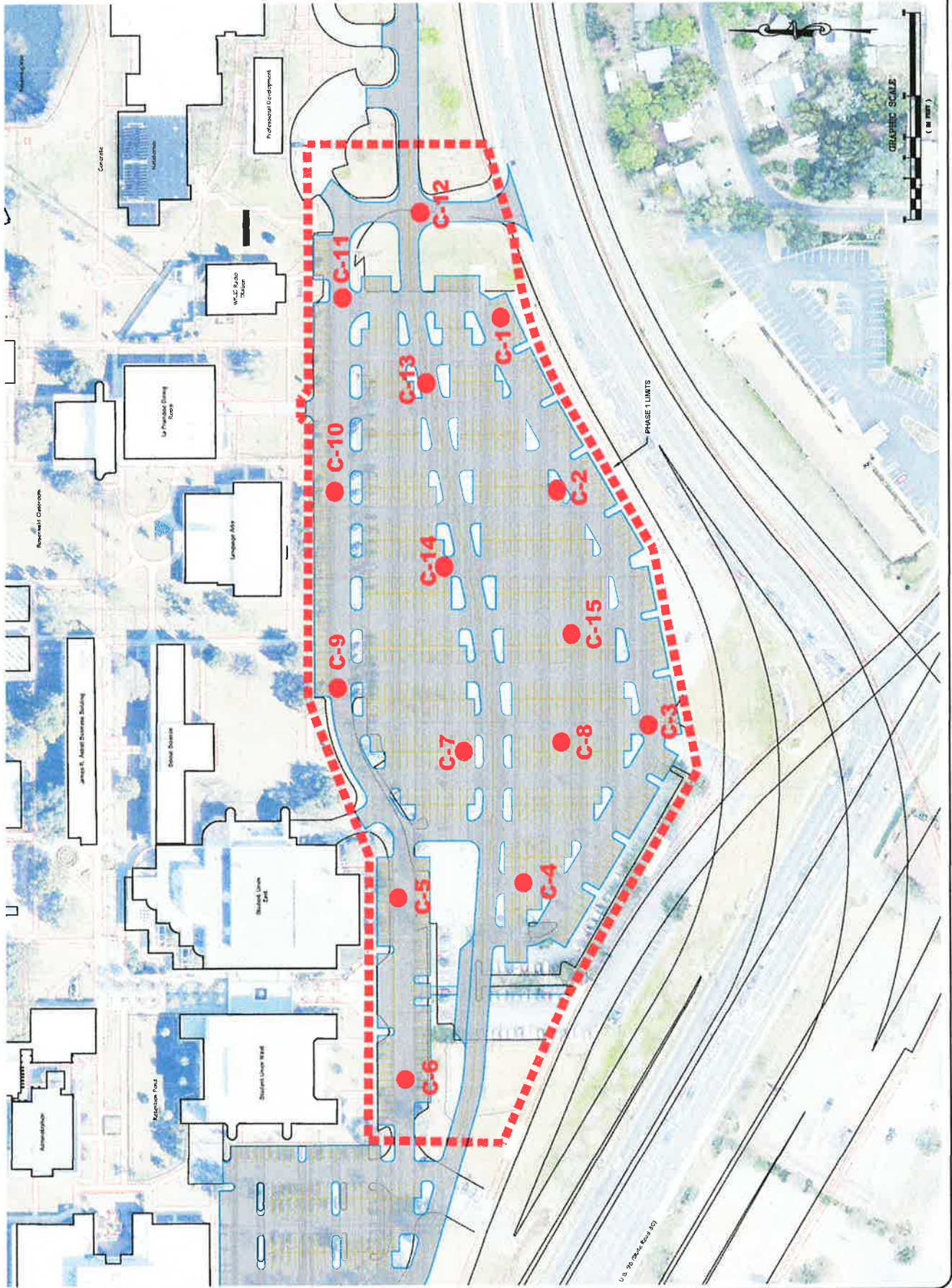
We hope this letter provides sufficient information for the present. If you have any questions or comments, please feel free to call.

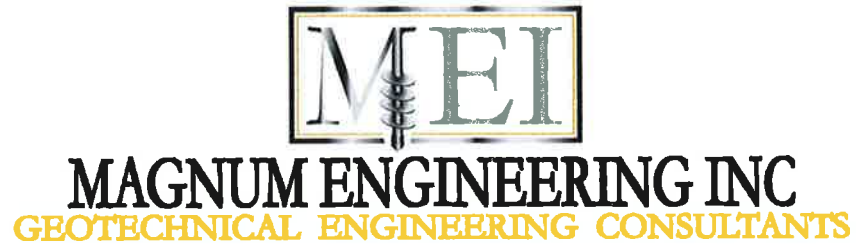
Sincerely,  
**MAGNUM ENGINEERING, INC.**

  
JAMES T. VICKERS, P.E.  
Sr. Geotechnical Engineer  
Florida Reg. No. 56813









## LOGS OF BORING

**FIGURE # 1**





Magnum Engineering, Inc.  
1026 Pierson Drive  
Lynn Haven, FL 32444

# BORING NUMBER C-1

PAGE 1 OF 1

CLIENT Preble-Rish, Inc.

PROJECT NAME Gulf Coast State College Parking Lot Phase I

PROJECT NUMBER M115-100-154

PROJECT LOCATION Panama City, Florida

DATE STARTED 3/4/15

COMPLETED 3/4/15

GROUND ELEVATION \_\_\_\_\_ HOLE SIZE 4

DRILLING CONTRACTOR \_\_\_\_\_

GROUND WATER LEVELS:

DRILLING METHOD CORE MACHINE/HAND AUGER

☒ DEPTH TO GROUNDWATER AT TIME OF DRILLING 3.5 ft

LOGGED BY J. Cotton

CHECKED BY J. Vickers

ESTIMATED SEASONAL HIGH GWT \_\_\_\_\_

NOTES \_\_\_\_\_

AFTER DRILLING \_\_\_\_\_

GEOTECH BH COLUMNS GULF COAST STATE COLLEGE PARKING LOT PHASE I.GPJ GINT US.GDT 3/16/15

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Asphalt Pavement (4" thick)										
		Oyster Shell Base (6" thick) with Brown Slightly Silty Fine SAND										
1		Tan Fine SAND (SP)										
2												
		Light Tan Fine SAND (SP)	AU									
3												
4												
5												

Boring Termination Depth at 5.0 feet.



Magnum Engineering, Inc.  
1026 Pierson Drive  
Lynn Haven, FL 32444

# BORING NUMBER C-2

PAGE 1 OF 1

CLIENT Preble-Rish, Inc.

PROJECT NAME Gulf Coast State College Parking Lot Phase I

PROJECT NUMBER M115-100-154

PROJECT LOCATION Panama City, Florida

DATE STARTED 3/4/15

COMPLETED 3/4/15

GROUND ELEVATION \_\_\_\_\_ HOLE SIZE 4

DRILLING CONTRACTOR \_\_\_\_\_

GROUND WATER LEVELS:

DRILLING METHOD CORE MACHINE/HAND AUGER

∇ DEPTH TO GROUNDWATER AT TIME OF DRILLING 4.5 ft

LOGGED BY J. Cotton

CHECKED BY J. Vickers

ESTIMATED SEASONAL HIGH GWT \_\_\_\_\_

NOTES \_\_\_\_\_

AFTER DRILLING \_\_\_\_\_

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Asphalt Pavement (3" thick)										
		Oyster Shell Base (9" thick) with Brown Slightly Silty Fine SAND										
1		Tan Fine SAND (SP)										
2		Light Gray/Gray Fine SAND (SP)										
3												
4		Brown Slightly Silty Fine SAND (SP-SM)										
5												

GEOTECH BH COLUMNS GULF COAST STATE COLLEGE PARKING LOT PHASE I.GPJ GINT US.GDT 3/18/15

Boring Termination Depth at 5.0 feet.



Magnum Engineering, Inc.  
1026 Pierson Drive  
Lynn Haven, FL 32444

# BORING NUMBER C-3

PAGE 1 OF 1

CLIENT	Preble-Rish, Inc.	PROJECT NAME	Gulf Coast State College Parking Lot Phase I
PROJECT NUMBER	M115-100-154	PROJECT LOCATION	Panama City, Florida
DATE STARTED	3/4/15	COMPLETED	3/4/15
DRILLING CONTRACTOR		GROUND ELEVATION	
DRILLING METHOD	CORE MACHINE/HAND AUGER	HOLE SIZE	4
LOGGED BY	J. Cotton	CHECKED BY	J. Vickers
NOTES		GROUND WATER LEVELS:	
		DEPTH TO GROUNDWATER AT TIME OF DRILLING	--
		ESTIMATED SEASONAL HIGH GWT	--
		AFTER DRILLING	--

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Asphalt Pavement (6.5" thick)										
		Oyster Shell Base (11.5" thick) with Brown Slightly Silty Fine SAND										
1												
		Tan Fine SAND (SP)										
2												
3												
4												
5												

Boring Termination Depth at 5.0 feet.

**CLIENT** Preble-Rish, Inc.

**PROJECT NAME** Gulf Coast State College Parking Lot Phase I

**PROJECT NUMBER** M115-100-154

**PROJECT LOCATION** Panama City, Florida

DATE STARTED 3/5/15

**COMPLETED 3/5/15**

### GROUND ELEVATION

**HOLE SIZE 4**

**DRILLING CONTRACTOR**

**GROUND WATER LEVELS:**

**DRILLING METHOD** CORE MACHINE/HAND AUGER

**▽ DEPTH TO GROUNDWATER AT TIME OF DRILLING 4.0 ft**

**LOGGED BY** J. Cotton

**CHECKED BY** J. Vickers

ESTIMATED SEASONAL HIGH GWT ---

## NOTES

**AFTER DRILLING —**

[illegible]



## PAGE 1 OF 1

**AFTER DRILLING** \_\_\_\_\_

GEOTECH BH COLUMNS GULF COAST STATE COLLEGE PARKING LOT PHASE I.GPJ GINT US.GDT 3/16/15

**CLIENT** Preble-Rish, Inc.

**PROJECT NAME** Gulf Coast State College Parking Lot Phase I

**PROJECT NUMBER** M115-100-154

**PROJECT LOCATION** Panama City, Florida

DATE STARTED 3/5/15

**COMPLETED 3/5/15**

GROUND ELEVATION HOLE SIZE 4

**DRILLING CONTRACTOR**

**GROUND WATER LEVELS:**

DRILLING METHOD CORE MACHINE/HAND AUGER

**▽ DEPTH TO GROUNDWATER AT TIME OF DRILLING 4.0 ft**

**LOGGED BY** J. Cotton

**CHECKED BY** J. Vickers

ESTIMATED SEASONAL HIGH GWT ---

## NOTES

### AFTER DRILLING —

[illegible]



## PAGE 1 OF 1

**PROJECT NAME** Gulf Coast State College Parking Lot Phase I

**PROJECT LOCATION** Panama City, Florida

**COMPLETED 3/5/15**

GROUND ELEVATION \_\_\_\_\_ HOLE SIZE 4

**DRILLING CONTRACTOR**

**GROUND WATER LEVELS:**

**DRILLING METHOD** CORE MACHINE/HAND AUGER

**▽ DEPTH TO GROUNDWATER AT TIME OF DRILLING 4.0 ft**

LOGGED BY J. Cotton

**CHECKED BY** J. Vickers

ESTIMATED SEASONAL HIGH GWT \_\_\_\_

## NOTES

**AFTER DRILLING** —

[illegible]

**CLIENT** Preble-Rish, Inc.

**PROJECT NAME** Gulf Coast State College Parking Lot Phase I

**PROJECT NUMBER** M115-100-154

**PROJECT LOCATION** Panama City, Florida

DATE STARTED 3/5/15

**COMPLETED 3/5/15**

### GROUND ELEVATION

HOLE SIZE 4

**DRILLING CONTRACTOR**

**GROUND WATER LEVELS:**

DRILLING METHOD CORE MACHINE/HAND AUGER

**▽ DEPTH TO GROUNDWATER AT TIME OF DRILLING** 4.0 ft

**LOGGED BY** J. Cotton

**CHECKED BY** J. Vickers

ESTIMATED SEASONAL HIGH GWT —

## NOTES

**AFTER DRILLING** —

[illegible]



**CLIENT** Preble-Rish, Inc.

**PROJECT NAME** Gulf Coast State College Parking Lot Phase I

**PROJECT NUMBER** M115-100-154

**PROJECT LOCATION** Panama City, Florida

DATE STARTED 3/5/15

**COMPLETED 3/5/15**

### GROUND ELEVATION

HOLE SIZE 4

**DRILLING CONTRACTOR**

**GROUND WATER LEVELS:**

DRILLING METHOD CORE MACHINE/HAND AUGER

**▽ DEPTH TO GROUNDWATER AT TIME OF DRILLING 4.0 ft**

LOGGED BY J. Cotton

**CHECKED BY** J. Vickers

ESTIMATED SEASONAL HIGH GWT —————

## NOTES

### AFTER DRILLING —

[illegible]

**CLIENT** Preble-Rish, Inc.

**PROJECT NAME** Gulf Coast State College Parking Lot Phase I

**PROJECT NUMBER** M115-100-154

**PROJECT LOCATION** Panama City, Florida

DATE STARTED 3/5/15

**COMPLETED 3/5/15**

### GROUND ELEVATION

**HOLE SIZE** 4

**DRILLING CONTRACTOR**

**GROUND WATER LEVELS:**

DRILLING METHOD CORE MACHINE/HAND AUGER

**▽ DEPTH TO GROUNDWATER AT TIME OF DRILLING 4.0 ft**

**LOGGED BY** J. Cotton

**CHECKED BY** J. Vickers

ESTIMATED SEASONAL HIGH GWT —

## NOTES

### AFTER DRILLING

[illegible]

**CLIENT** Preble-Rish, Inc.

**PROJECT NAME** Gulf Coast State College Parking Lot Phase I

**PROJECT NUMBER** M115-100-154

**PROJECT LOCATION** Panama City, Florida

DATE STARTED 3/5/15

**COMPLETED 3/5/15**

**GROUND ELEVATION** **HOLE SIZE** 4

**DRILLING CONTRACTOR**

**GROUND WATER LEVELS:**

DRILLING METHOD CORE MACHINE/HAND AUGER

**▽ DEPTH TO GROUNDWATER AT TIME OF DRILLING** 3.5 ft

**LOGGED BY** J. Cotton

**CHECKED BY** J. Vickers

ESTIMATED SEASONAL HIGH GWT --

## NOTES

### AFTER DRILLING —

[illegible]



Magnum Engineering, Inc.  
1026 Pierson Drive  
Lynn Haven, FL 32444

# BORING NUMBER C-12

PAGE 1 OF 1

CLIENT Preble-Rish, Inc.

PROJECT NAME Gulf Coast State College Parking Lot Phase I

PROJECT NUMBER M115-100-154

PROJECT LOCATION Panama City, Florida

DATE STARTED 3/5/15

COMPLETED 3/5/15

GROUND ELEVATION \_\_\_\_\_ HOLE SIZE 4

DRILLING CONTRACTOR \_\_\_\_\_

GROUND WATER LEVELS:

DRILLING METHOD CORE MACHINE/HAND AUGER

∇ DEPTH TO GROUNDWATER AT TIME OF DRILLING 3.5 ft

LOGGED BY J. Cotton

CHECKED BY J. Vickers

ESTIMATED SEASONAL HIGH GWT \_\_\_\_\_

NOTES \_\_\_\_\_

AFTER DRILLING \_\_\_\_\_

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Asphalt Pavement (2.5" thick)										
		Oyster Shell Base (7.5" thick) with Brown Slightly Silty Fine SAND										
1		Gray/Lt. Gray Fine SAND (SP)										
2		Brown Slightly Silty Fine SAND (SP-SM)										
3												
4		Boring Termination Depth at 4.0 feet.										

GEOTECH BH COLUMNS GULF COAST STATE COLLEGE PARKING LOT PHASE I.GPJ GINT US.GDT 3/16/15



Magnum Engineering, Inc.  
1026 Pierson Drive  
Lynn Haven, FL 32444

# BORING NUMBER C-13

PAGE 1 OF 1

CLIENT Preble-Rish, Inc.

PROJECT NAME Gulf Coast State College Parking Lot Phase I

PROJECT NUMBER M115-100-154

PROJECT LOCATION Panama City, Florida

DATE STARTED 3/5/15

COMPLETED 3/5/15

GROUND ELEVATION \_\_\_\_\_

HOLE SIZE 4

DRILLING CONTRACTOR \_\_\_\_\_

GROUND WATER LEVELS:

DRILLING METHOD CORE MACHINE/HAND AUGER

▽ DEPTH TO GROUNDWATER AT TIME OF DRILLING 4.0 ft

LOGGED BY J. Cotton

CHECKED BY J. Vickers

ESTIMATED SEASONAL HIGH GWT \_\_\_\_\_

NOTES \_\_\_\_\_

AFTER DRILLING \_\_\_\_\_

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Asphalt Pavement (3.5" thick)										
		Oyster Shell Base (4 .5" thick) with Brown Slightly Silty Fine SAND										
		Tan Slightly Silty Fine SAND (SP-SM)										
1												
		Light Gray Fine SAND (SP)										
2												
		Gray/Brown Slightly Silty Fine SAND (SP-SM)										
3												
4												
		Boring Termination Depth at 4.0 feet.										

GEOTECH BH COLUMNS GULF COAST STATE COLLEGE PARKING LOT PHASE I.GPJ GINT US.GDT 3/18/15

**CLIENT** Preble-Rish, Inc.

**PROJECT NAME** Gulf Coast State College Parking Lot Phase I

**PROJECT NUMBER** M115-100-154

**PROJECT LOCATION** Panama City, Florida

DATE STARTED 3/5/15

**COMPLETED 3/5/15**

### GROUND ELEVATION

**HOLE SIZE 4**

**DRILLING CONTRACTOR**

**GROUND WATER LEVELS:**

DRILLING METHOD CORE MACHINE/HAND AUGER

**DEPTH TO GROUNDWATER AT TIME OF DRILLING** —

**LOGGED BY** J. Cotton

**CHECKED BY** J. Vickers

ESTIMATED SEASONAL HIGH GWT —

## NOTES

**AFTER DRILLING** ---

[illegible]



## PAGE 1 OF 1

**PROJECT NAME** Gulf Coast State College Parking Lot Phase I

**PROJECT LOCATION** Panama City, Florida

**COMPLETED 3/5/15**

GROUND ELEVATION                      HOLE SIZE 4

## DRILLING CONTRACTOR

**GROUND WATER LEVELS:**

DRILLING METHOD CORE MACHINE/HAND AUGER

**∇ DEPTH TO GROUNDWATER AT TIME OF DRILLING 4.0 ft**

**LOGGED BY** J. Cotton

**CHECKED BY** J. Vickers

ESTIMATED SEASONAL HIGH GWT —

## NOTES

**AFTER DRILLING —**

[illegible]

GEOTECH BH COLUMNS GULF COAST STATE COLLEGE PARKING LOT PHASE I.GPJ GINT US.GDT 3/16/15

## **SECTION 033000 - CONCRETE WORK**

### **PART 1 – GENERAL**

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

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Special Conditions, apply to work of this section.

#### **1.02 DESCRIPTION OF WORK**

- A. Extent of concrete work is shown on Drawings.

#### **1.03 SUBMITTALS**

- A. Product Data:

- 1. Submit data proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by ENGINEER.

- B. Shop Drawings, Reinforcement:

- 1. Submit original shop drawings for fabrication, bending, and placement of concrete reinforcement.
  - 2. Comply with American Concrete Institute (ACI) 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of concrete reinforcement.
  - 3. Include special reinforcement required for openings through concrete structures.

- C. The ENGINEER's review is for general engineering applications and features only. Design of formwork for structural stability and efficiency is the CONTRACTOR's responsibility.

- D. Laboratory Test Reports:

- 1. Submit laboratory test reports for concrete materials and mix design test.

#### **1.04 QUALITY ASSURANCE**

- A. Codes and Standards:

- 1. Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:
    - a) ACI 301 "Specifications for Structural Concrete for Buildings."
    - b) ACI 318 "Building Code Requirements for Reinforced Concrete."
    - c) Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice."



B. Concrete Testing Services:

1. A testing laboratory shall be engaged that is acceptable to the ENGINEER to perform material evaluation tests and to design concrete mixes.
2. Materials and installed work may require testing and retesting at anytime during progress of work.
3. Tests, including retesting of rejected materials for installed work, shall be done at the CONTRACTOR's expense.

1.05 PROJECT CONDITIONS

A. Protect Footings Against Freezing:

1. Cover completed work at footing level with sufficient temporary or permanent cover as required to protect footings and adjacent subgrade against the possibility of freezing.
2. Maintain cover for time period as necessary.

B. Protect adjacent finish materials against spatter during concrete placement.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

A. Forms for Exposed Finish Concrete:

1. Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces.
2. Furnish in largest practicable sizes to minimize number of joints.

B. Use plywood complying with U. S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

C. Forms for Unexposed Finish Concrete:

1. Plywood, lumber, metal, or other acceptable material.
2. Provide lumber dressed on at least two edges and one side for tight fit.

D. Form Coatings:

1. Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

E. Form Ties:

1. Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal.
2. Provide units which will leave no metal closer than 1 ½ inches to surface.

3. Provide ties which, when removed, will leave holes not larger than 1 inch in diameter in concrete surface.

## 2.02 REINFORCING MATERIALS

### A. Reinforcing Bars:

1. American Society of Testing and Materials (ASTM) A 615
2. Grade 60.
3. Deformed.

### B. Steel Wire:

1. ASTM A 82
2. Plain.
3. Cold-drawn steel.

### C. Welded Wire Fabric:

1. ASTM A 185.
2. Welded steel wire fabric.

### D. Welded Deformed Steel Wire Fabric:

1. ASTM A 497.

### E. Supports for Reinforcement:

1. Use bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place.
2. Use wire bar type supports complying with CRSI specifications.

### F. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

## 2.03 CONCRETE MATERIALS

### A. Portland Concrete:

1. ASTM C 150, Type I.
2. Use one brand of cement throughout project, unless otherwise acceptable to the ENGINEER.

### B. Normal Weight Aggregates:

1. ASTM C 33, and as herein specified.
2. Provide aggregates from a single source for exposed concrete.
3. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.

C. Water:

1. Drinkable.

2.04 RELATED MATERIALS

A. Polyvinyl Chloride (PVC) Waterstops:

1. Corps of Engineers CRD-C 572.
2. Manufacturer: Subject to compliance with requirements, provide products of one of the following or equal:
  - a. AFCO Products.
  - b. The Burke Co.
  - c. Edoco Technical Products.
  - d. Greenstreet Plastic Products.
  - e. Harbour Town Products.
  - f. W. R. Meadows.
  - g. Progress Unlimited.
  - h. Schleigel Corp.
  - i. Vinylex Corp.

B. Granular Base:

1. Use evenly graded mixture of fine and coarse aggregates to provide, when compacted, a smooth and even surface below slabs on grade.

C. Vapor Retarder:

1. Provide vapor retarder cover over prepared base material where indicated below slabs on grade.
2. Use only materials which are resistant to decay when tested in accordance with ASTM E 154, as follows:
  - a. Polyethylene sheet not less than 8 mils thick.
  - b. Non-Shrink Grout: CRD-C 621, factory pre-mixed grout.
3. Products: Subject to compliance with requirements, provide one of the following or equal:
  - a. Metallic:

- 1) "Vibrofoil," A. C. Horn, Inc.
- 2) "Metallic Spec. Grout," The Burke Co.
- 3) "Embeco 636," Master Builders.
- 4) "Ferrolith GDS," Sonneborn-Rexnord.
- 5) "Hi-Mod Grout," Euclid Chemical Co.
- 6) "Kemox G," Sika Chemical Co.
- 7) "Ferrogrout," L & M Const. Chemical Co.
- 8) "Supreme Plus," Gifford-Hill/American Admixtures.

b. Non-Metallic:

- 1) "Set Grout," Master Builders.
- 2) "SonogROUT," Sonneborn-Rexnord.
- 3) "Euco-NS," Euclid Chemical Co.
- 4) "Supreme," Gifford-Hill/American Admixtures.
- 5) "Crystex," L & M Const. Chemical Co.
- 6) "Sure-Grip Grout," Dayton Superior Corp.
- 7) "Horngrout," A. C. Horn, Inc.
- 8) "Five Star Grout," U. S. Grout Corp.

D. Liquid Membrane-Forming Curing Compound:

1. Liquid type membrane-forming curing compound complying with ASTM C 309, Type I, Class A.
2. Moisture loss not more than 0.055 grams per square centimeter (gr./sq. cm.) when applied at 200 square feet per gallon (sq. ft./gal).
3. Products: Subject to compliance with requirements, provide one of the following or equal:
  - a. "Masterseal," Master Builders.
  - b. "A-H 3 Way Sealer," Anti-Hydro Waterproofing Co.
  - c. "Ecocure," Euclid Chemical Co.
  - d. "Clear Seal," A. C. Horn, Inc.
  - e. "Sealco 309," Gifford-Hill/American Admixtures.

- f. "J-20 Acrylic Cure," Dayton Superior.
- g. "Spartan-Cote," The Burke Co.
- h. "Sealkure," Toch Div. – Carboline.
- i. "Kure-N-Seal," Sonneborn-Rexnord.
- j. "Polyclear," Upco Chemical/USM Corp.
- k. "L & M Cure," L & M Construction Chemicals.
- l. "Klearseal," Setcon Industries.
- m. "LR-152," Protex Industries.
- n. "Hardtop," Gifford-Hill.

## 2.05 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If a trial batch method is used, use an independent testing facility acceptable to the ENGINEER for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing.
- B. Submit written reports to Structural Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by the ENGINEER.
- C. Design mixes to provide normal weight concrete with the following properties, as indicated on drawings and schedules:
  - 1. 4,000 pounds per square inch (psi) 28-day compressive strength; W/C ratio, 0.44 maximum (non-air-entrained).
  - 2. 3,000 psi 28-day compressive strength; W/C ratio, 0.58 maximum (non-air-entrained).
  - 3. 2,500 psi 28-day compressive strength; W/C ratio, 0.67 maximum (non-air-entrained).
- D. Lightweight Concrete:
  - 1. Proportion mix as herein specified.
  - 2. Design mix to produce strength and modulus of elasticity as noted on Drawings, with a split-cylinder strength factor (Fct) of not less than 5.5 for 3,000 psi concrete and a dry weight of not less than 95 pounds (lbs) or more than 110 lbs. after 28 days.
  - 3. Limit shrinkage to 0.03 percent at 28 days.
- E. Adjustment to Concrete Mixes:
  - 1. Mix design adjustments may be requested by the CONTRACTOR when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to the OWNER and as accepted by the ENGINEER.

2. Submit laboratory test data for revised mix design and strength results to the ENGINEER for acceptance before using in work.
- F. Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at Manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus-or-minus 1½ percent within the following limits:
- G. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
1. Ramps, slabs, and sloping surfaces: Not more than 3 inches.
  2. Reinforced foundation systems: Not less than 1 inch and not more than 3 inches.
  3. Concrete containing HRWR admixture (super-plasticizer): Not more than 8 inches after addition of HRWR to site-verified 2 to 3 inches slump concrete.
  4. Other concrete: Not less than 1 inch and not more than 4 inches.

## 2.06 CONCRETE MIXING

- A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.
- B. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

### 3.02 FORM

- A. Design, erect, support, brace, and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure.
- B. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position.
- C. Maintain formwork construction tolerances complying with ACI 347.
- D. Design formwork to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.
- E. Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level, and plumb work in finished structures.
- F. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required for this Work.
- G. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.

- H. Fabricate forms for easy removal without hammering or prying against concrete surfaces.
- I. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.
- J. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only.
- K. Provide Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.
- L. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete.
  - 1. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar.
  - 2. Locate temporary openings on forms at inconspicuous locations.
- M. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- N. Provisions for Other Trades:
  - 1. Provide openings in concrete formwork to accommodate work of other trades.
  - 2. Determine size and location of openings, recesses, and chases from trades providing such items.
  - 3. Accurately place and securely support items built into forms.
  - 4. Other trades shall provide location and size of openings. The forms for such openings shall be constructed and set in place under this section.
- O. Cleaning and Tightening:
  - 1. Thoroughly clean forms and adjacent surfaces to receive concrete.
  - 2. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed.
  - 3. Retighten forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

### 3.03 VAPOR RETARDER INSTALLATION

- A. Place vapor retarder sheeting with longest dimension parallel with direction of pour following the completion of leveling and tamping of granular base for slabs on grade.
- B. Lap joints 6 inches and seal with appropriate tape.

### 3.04 PLACING REINFORCEMENT

- A. Comply with CRSI's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports, and as herein specified.
- B. Avoid cutting or puncturing vapor retarder during reinforcement placement and concreting operations.

- C. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- D. Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations.
- E. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- F. Place reinforcement to obtain at least minimum coverages for concrete protection.
  - 1. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations.
  - 2. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- G. Install welded wire fabric in as long lengths as practicable.
  - 1. Lap adjoining pieces at least one full mesh and lace splices with wire.
  - 2. Offset end laps in adjacent widths to prevent continuous laps in either direction.

### 3.05 JOINTS

- A. Construction Joints:
  - 1. Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to the ENGINEER.
  - 2. Place construction joints perpendicular to main reinforcement.
  - 3. Continue reinforcement across construction joints, except as otherwise indicated.
- B. Waterstops:
  - 1. Provide waterstops in construction joints as indicated.
  - 2. Install waterstops to form continuous diaphragm in each joint.
  - 3. Make provisions to support and protect exposed waterstops during progress of work.
  - 4. Fabricate field joints in waterstops in accordance with Manufacturer's printed instructions.
- C. Isolation Joints in Slabs-on-Ground:
  - 1. Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.

### 3.06 INSTALLATION OF EMBEDDED ITEMS

- A. General:
  - 1. Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete.



2. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.

### 3.07 PREPARATION OF FORM SURFACES

- A. Clean re-used forms of concrete matrix residue, repair and patch as required returning forms to acceptable surface condition.
- B. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
- C. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound Manufacturer's directions.
- D. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed.
- E. Apply in compliance with Manufacturer's instructions.

### 3.08 CONCRETE PLACEMENT

- A. Pre-Placement Inspection:
  1. Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in.
  2. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work.
  3. Moisten wood forms immediately before placing concrete where form coatings are not used.
  4. Apply temporary protective covering to lower 2 feet of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.
- B. General:
  1. Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.
  2. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has sufficiently hardened to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
  3. Placing Concrete in Forms:
    - a Deposit concrete in forms in horizontal layers not deeper than 24 inches and in a manner to avoid inclined construction joints.
    - b Where placement consists of several layers, place each layer while the preceding layer is still plastic to avoid cold joints.
    - c Consolidation of Concrete:

- 1) Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping.
- 2) Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
- 3) Do not use vibrators to transport concrete inside forms.
- 4) Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine.
- 5) Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer.
- 6) Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

4. Placing Concrete Slabs:

- a Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
- b Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- c Bring slab surfaces to correct level with straightedge and strike off. Use bull floats or darbies to smooth surface; free of humps or hollows.
- d Do not disturb slab surfaces prior to commencement of finishing operations.
- e Maintain reinforcing in proper position during concrete placement operations.

5. Cold Weather Placing:

- a Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
- b When air temperature has fallen to or is expected to fall below 40 degrees Fahrenheit (F)/4 degrees Celcius (C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F (10 degrees C), and not more than 80 Degrees F (27 degrees C) at point of placement.
- c Do not use frozen materials or materials containing ice or snow.
- d Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- e Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.

6. Hot Weather Placing:

- a When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
- b Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F (32 degrees C).
- c Mixing water may be chilled or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water.
- d Use of liquid nitrogen to cool concrete is the CONTRACTOR's option.
- e Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the temperature of the steel does not exceed the ambient air temperature immediately before embedment in concrete.
- f Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
- g Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

3.09 FINISH OF FORMED SURFACES

A. Rough Form Finish:

- 1. For formed concrete surfaces not exposed-to-view in the finish work or by other construction, unless otherwise indicated.
- 2. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.

B. Smooth Form Finish:

- 1. For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material directly applied to the concrete, or a covering material directly applied to the concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system.
- 2. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams.
- 3. Repair and patch defective areas with fins or other projections completely removed and smoothed.

C. Grout Cleaned Finish:

1. Provide grout cleaned finish to scheduled concrete surfaces which have received smooth form finish treatment.
2. Combine one part Portland cement to 1½ parts fine sand by volume, and mix with water to consistency of thick paint.
3. Use proprietary additives at the CONTRACTOR's option.
4. Blend standard Portland cement and white Portland cement (amounts determined by trial patches) so that final color of dry grout will match adjacent surfaces.
5. Thoroughly wet concrete surfaces and apply grout to coat surfaces and fill small holes.
6. Remove excess grout by scraping and rubbing with clean burlap.
7. Keep damp by fog spray for at least 36 hours after rubbing.

D. Related Unformed Surfaces:

1. Strike-off smooth tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces and finish with a texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.10 MONOLITHIC SLAB FINISHES

A. ASTM E 1155, "Standard Test Method for Determining Floor Flatness and Levelness Using the "F Number System (inch-pound-units)," shall be used for these finishes as follows:

1. Scratch Finish:

- a. Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, Portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.
- b. After placing slabs, plane surface to tolerances for floor flatness (FF) of 15 and floor levelness (FL) of 13.
- c. Slope surfaces uniformly to drain where required.
- d. After leveling, roughen surface before final set, with stiff brushes, brooms, or rakes.

2. Float Finish:

- a. Apply float finish to monolithic slab surface to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.
- b. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating.

- c. Begin floating when surface water has disappeared or when concrete has sufficiently stiffened to permit operation of power-driven floats, or both.
  - d. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units.
  - e. Check and level surface plane to tolerances of FF 18 - FL 15.
  - f. Cut down high spots and fill low spots.
  - g. Uniformly slope surfaces to drains.
  - h. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.
3. Trowel Finish:
- a. Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating system.
  - b. After floating, begin first trowel finish operation using a power-driven trowel.
  - c. Begin final troweling when surface produces a ringing sound as trowel is moved over surface.
  - d. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of FF 20 - FL 17.
  - e. Grind smooth surface defects which would telegraph through applied floor covering system.
4. Trowel and Fine Broom Finish:
- a. Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming.
5. Non-Slip Broom Finish:
- a. Apply non-slip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
  - b. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route.
  - c. Coordinate required final finish with the ENGINEER before application.

### 3.11 CONCRETE CURING AND PROTECTION

#### A. General:

- 1. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- 2. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing.

3. Continuously keep concrete moist for not less than 7 days, weather permitting.
4. Begin final curing procedures immediately following initial curing and before concrete has dried.
5. Continue final curing for at least 7 days in accordance with ACI 301 procedures.
6. Avoid rapid drying at end of final curing period.

B. Curing Methods:

1. Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified.
2. Provide moisture curing by the following methods:
  - a. Keep concrete surface continuously wet by covering with water.
  - b. Continuous water-fog spray.
  - c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and continuously keeping wet.
  - d. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4-inch lap over adjacent absorptive covers.
3. Provide moisture-cover curing as follows:
  - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive.
  - b. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
4. Provide curing slabs and sealing compounds to exposed interior slabs and to exterior slabs, walks, and curbs, as follows:
  - a. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours).
  - b. Uniformly apply in continuous operation by power-spray or roller in accordance with Manufacturer's directions.
  - c. Recoat areas subjected to heavy rainfall within 3 hours after initial application.
  - d. Maintain continuity of coating and repair damage during curing period.
5. Do not use membrane curing compounds on surfaces that are to be covered with coating material applied directly to concrete, liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring (such as ceramic or quarry tile and glue-down carpet), painting, and other coatings and finish materials, unless otherwise acceptable to the ENGINEER.
6. Curing Formed Surfaces:

- a. Cure formed concrete surfaces, including undersides of beams, supported slabs, and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed.
  - b. If forms are removed, continue curing by methods specified above, as applicable.
- 7. Curing Unformed Surfaces:
  - a. Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of appropriate curing method.
  - b. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise directed.
- 8. Sealer and Dustproofers:
  - a. Apply a second coat of specified curing and sealing compound only to surfaces given a first coat.

### 3.12 SHORES AND SUPPORTS

- A. Remove shoring from ground to roof for structures four stories or less, unless otherwise permitted.
- B. Remove shores and re-shore in a planned sequence to avoid damage to partially cured concrete.
- C. Locate and provide adequate re-shoring to safely support work without excessive stress or deflection.
- D. Keep shores in place a minimum of 15 days after placing upper tier, and longer if required, until concrete has attained its required 28-day strength and heavy loads due to construction operations have been removed.

### 3.13 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at no less than 50 degrees F (10 degrees C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- B. Form facing material may be removed 4 days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

### 3.14 RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces.
- B. Apply new form coating compound as specified for new formwork.
- C. Thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints when forms are extended for successive concrete placement.
- D. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to the ENGINEER.

### 3.15 MISCELLANEOUS CONCRETE ITEMS

- A. Filling-In:
  - 1. Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place.
  - 2. Mix, place, and cure concrete as herein specified, to blend with in-place construction.
  - 3. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Curbs:
  - 1. Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations:
  - 1. Provide machine and equipment bases and foundations, as shown on Drawings.
  - 2. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of Manufacturer furnishing machines and equipment.
  - 3. Grout base plates and foundations as indicated, using specified non-shrink grout.
  - 4. Use non-metallic grout for exposed conditions, unless otherwise indicated.
- D. Reinforced Masonry:
  - 1. Provide concrete grout for reinforced masonry lintels and bond beams where indicated on Drawings and as scheduled, including filling of concrete modular unit cavities where called for on plans.
  - 2. Maintain accurate location of reinforcing steel during concrete placement.

### 3.16 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas:
  - 1. Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to the ENGINEER.



2. Cut out honeycomb, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1 inch.
  3. Make edges of cuts perpendicular to the concrete surface.
  4. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent.
  5. Place patching mortar after bonding compound has dried.
- B. Repair of Formed Surfaces:
1. Remove and replace concrete having defective surfaces if defects cannot be repaired to the satisfaction of the ENGINEER. Surface defects, as such, include:
    - a. Color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets.
    - b. Fins and other projections on surface.
    - c. Stains and other discolorations that cannot be removed by cleaning.
  2. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.
  3. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
- C. Repair of Unformed Surfaces:
1. Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish.
  2. Correct low and high areas as herein specified.
  3. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness using a template having required slope.
- D. Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing cracks in excess of 0.01 inch wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
1. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
  2. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete.
  3. Finish repaired areas to blend into adjacent concrete.
  4. Proprietary patching compounds may be used when acceptable to the ENGINEER.
- E. Repair Defective Areas:

1. Cut out and replace with fresh concrete except random cracks and single holes not exceeding 1 inch in diameter.
  2. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least ¾-inch clearance all around.
  3. Dampen concrete surfaces in contact with patching concrete and apply bonding compound.
  4. Mix patching concrete of same materials to provide concrete of same type or class as original concrete.
  5. Place, compact, and finish to blend with adjacent finished concrete.
  6. Cure in same manner as adjacent concrete.
- F. Perform structural repairs with prior approval of Structural Engineer for method and procedure, using specified epoxy adhesive and mortar.
- G. Use repair methods not specified above, subject to acceptance of the ENGINEER.

### 3.17 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. The OWNER may employ a testing laboratory to perform tests and to submit test reports.
- B. Sampling and testing for quality control during placement of concrete may include the following, as directed by the ENGINEER.
1. Sampling Fresh Concrete:
    - a. ASTM C 172, except modified for slump to comply with ASTM C 94.
  2. Slump:
    - a. ASTM C 143, one test at point of discharge for each day's pour of each type of concrete and additional tests when concrete consistency seems to have changed.
  3. Concrete Temperature:
    - a. Test hourly when air temperature is 40 degrees F (4 degrees C) and below, and when 80 degrees F (27 degrees C) and above, and each time a set of compression test specimens are made.
  4. Compression Test Specimen:
    - a. ASTM C 31, one set of four standard cylinders for each compressive strength test, unless otherwise directed.
    - b. Cylinders for laboratory cured test specimens shall be molded and stored except when field-cure test specimens are required.
  5. Compressive Strength Tests:
    - a. ASTM C 39, one set for each day's pour exceeding 5 cubic yards plus additional sets for each 50 cubic yards over and above the first 25 cubic yards of each concrete class placed in any 1 day:

- 1) One specimen tested at 7 days.
  - 2) Two specimens tested at 28 days.
  - 3) One specimen retained in reserve for later testing if required.
- b. When frequency of testing will provide less than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.
- C. Test results will be reported in writing to Structural Engineer and the CONTRACTOR within 24 hours after tests.
- D. Reports of compressive strength tests shall contain:
  1. The project identification name and number.
  2. Date of concrete placement.
  3. Name of concrete testing service.
  4. Concrete type and class.
  5. Location of concrete batch in structure.
  6. Design compressive strength at 28 days.
  7. Concrete mix proportions and materials.
  8. Compressive breaking strength.
  9. Type of break for both 7- and 28-day tests.
- E. Nondestructive Testing:
  1. Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
- F. Additional Tests:
  1. The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by the ENGINEER.
  2. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.
  3. The CONTRACTOR shall pay for such tests when unacceptable concrete is verified.

**END OF SECTION 033000**

## **SECTION 101426 - MONUMENT SIGNAGE**

### 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. Internally illuminated exterior monument signs.
- B. Related Requirements:
  - 1. Section 033000 "Cast-in-Place Concrete" for concrete foundations, concrete fill in postholes, and setting anchor bolts in concrete foundations for signs.
  - 2. Section 101419 "Dimensional Letter Signage" for wall-mounted dimensional characters.
  - 3. Section 101423 "Panel Signage" for wall-mounted interior sign panels.
  - 4. Section 101429 "Pylon Signage" for exterior pedestrian way-finding signage.

#### **1.3 COORDINATION**

- A. Furnish templates and tolerance information for placement of sign-anchorage devices embedded in permanent construction by other installers.
- B. Furnish templates for placement of electrical service embedded in permanent construction by other installers.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings: For monument signage.
  - 1. Include fabrication and installation details and attachments to other work.
  - 2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
  - 3. Show message list, typestyles, graphic elements, and layout for each sign at least half size.
  - 4. Show locations of electrical service connections where required.
  - 5. Include diagrams for power, signal, and control wiring.
- C. Samples for Initial Selection: For each type of sign assembly, exposed component, and exposed finish.
  - 1. Include representative Samples of available typestyles and graphic symbols.
- D. Samples for Verification: For each type of sign assembly, showing all components and with the required finish(es), in manufacturer's standard size unless otherwise indicated and as follows:
  - 1. Monument Signs: Full-size Sample.

2. Variable Component Materials: Full-size Sample of each base material, character or graphic element, in each exposed color and finish not included in other Samples.
  3. Exposed Accessories: Full-size Sample of each accessory type.
- E. Sign Schedule: Use same designations specified or indicated on Drawings or in a sign schedule.
- F. Delegated-Design Submittal: For signs indicated in "Performance Requirements" Article.
1. Include structural analysis calculations for signs indicated to comply with design loads; signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Sample Warranty: For special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For signs to include in maintenance manuals.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

#### 1.8 FIELD CONDITIONS

- A. Field Measurements: Verify locations of anchorage devices and electrical service embedded in permanent construction by other installers by field measurements before fabrication, and indicate measurements on Shop Drawings.

#### 1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
  1. Failures include, but are not limited to, the following:
    - a. Deterioration of finishes beyond normal weathering.
    - b. Deterioration of embedded graphic image.
    - c. Separation or delamination of sheet materials and components.
  2. Warranty Period: Five years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design sign structure and anchorage of pylon sign type(s) to withstand design loads.
- B. Thermal Movements: For exterior signs, allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F , ambient; 180 deg F , material surfaces.
- C. Accessibility Standard: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for signs.
- D. 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.

## 2.2 MONUMENT SIGNS

- A. Monument Sign: Sign with smooth, uniform surfaces and support assembly; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
  - 1. Product:
    - a. Types as indicated on Drawings.
  - 2. Illuminated Sign: Backlighting construction with LED lighting including transformers, insulators, and other accessories for operability, with provision for servicing and concealing connections to building electrical system. Use tight or sealed joint construction to prevent unintentional light leakage. Space lamps apart from each other and away from sign surfaces as needed to illuminate evenly.
    - a. Power: 120v or 277v available. To be determined by Contractor's Sign Engineer after a review of available power sources are completed.
    - b. Weeps: Provide weep holes to drain water at lowest part of exterior signs.
  - 3. Solid-Sheet Sign Panels, Returns, and Back: Aluminum sheet with finish specified in "Sign-Panel-Face Finish and Applied Graphics" Subparagraph below and as follows:
    - a. Thickness: Manufacturer's standard for size of sign.
    - b. Inset, Cutout Characters: Sign face routed to receive push-through acrylic graphics flush with the sign panel.
  - 4. Hollow-Box Sign Frame: Entire perimeter framed with formed-aluminum sheet or extruded-aluminum, hollow-box-type frame with vertical edges attached to supports with aluminum fittings. Close top and bottom edges of panels with manufacturer's standard welded seams or extrusions.
  - 5. Sign-Frame Mounting: Between posts supports As indicated.
  - 6. Multiple-Message Bars and Inserts: Fixed message bars capable of receiving changeable messages in the form of slide-in, acrylic-sheet changeable inserts.
  - 7. Sign-Panel-Face Finish and Applied Graphics:
    - a. Powder-Coat Finish and Graphics: Manufacturer's standard, in color as selected by Architect from manufacturer's full range.
  - 8. Text and Typeface: typeface as selected by Architect from manufacturer's full range and variable content as scheduled.

## 2.3 MATERIALS

- A. Aluminum Sheet and Plate: ASTM B 209 , alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- B. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

## 2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:
  - 1. Use concealed fasteners and anchors unless indicated to be exposed.
  - 2. For exterior exposure, furnish stainless-steel devices unless otherwise indicated.
  - 3. Exposed Metal-Fastener Components, General:
    - a. Fabricated from same basic metal and finish of fastened metal unless otherwise indicated.
    - b. Fastener Heads: For nonstructural connections, use oval countersunk screws and bolts with tamper-resistant, Allen-head slots unless otherwise indicated.
  - 4. Inserts: Furnish inserts to be set by other trades into concrete or masonry work.
- B. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- C. Anchoring Materials:
  - 1. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
  - 2. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
    - a. Water-Resistant Product: At exterior locations, provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

## 2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
  - 1. Preassemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in locations concealed from view after final assembly.
  - 2. Mill joints to tight, hairline fit. Form joints exposed to weather to resist water penetration and retention.
  - 3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed joints of flux, and dress exposed and contact surfaces.
  - 4. Conceal fasteners and anchors unless indicated to be exposed; locate exposed fasteners where they will be inconspicuous.
  - 5. Internally brace signs for stability and for securing fasteners.

- B. Sign Message Panels: Construct sign-panel surfaces to be smooth and to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch measured diagonally from corner to corner.
  - 1. Coordinate dimensions and attachment methods to produce message panels with closely fitting joints. Align edges and surfaces with one another in the relationship indicated.
  - 2. Increase panel thickness or reinforce with concealed stiffeners or backing materials as needed to produce surfaces without distortion, buckles, warp, or other surface deformations.
  - 3. Continuously weld joints and seams unless other methods are indicated; grind, fill, and dress welds to produce smooth, flush, exposed surfaces with welds invisible after final finishing.
- C. Post Fabrication: Fabricate posts designed to withstand wind pressure indicated for Project location and of lengths required for installation method indicated for each sign. Detail anchorage so that water can drain out of assembly without obstruction. Drill holes in post base for anchor-bolt connection. Provide anchor bolts of size required for connecting base to concrete foundations.
  - 1. Internal Frames: Manufacturer's standard internal steel framing system and anchorage, modified as required for Project requirements. Provide welded construction. Cut, drill, and tap units to receive hardware, bolts, and similar items.
    - a. Hot-dip galvanize steel framing system after fabrication according to ASTM A 123/A 123M.

## 2.6 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Organic, Anodic, and Chemically Produced Finishes: Apply to formed metal after fabrication but before applying contrasting polished finishes on raised features unless otherwise indicated.

## 2.7 ALUMINUM FINISHES

- A. Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils . Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

## 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 signage work.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs.
- C. Verify that anchor inserts are correctly sized and located to accommodate signs.
- D. Verify that electrical service is correctly sized and located to accommodate signs.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.



### 3.2 INSTALLATION

- A. General: Install signs using installation methods indicated and according to manufacturer's written instructions.
  - 1. Install signs level, plumb, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
  - 2. Install signs so they do not protrude or obstruct according to accessibility standard.
  - 3. Before installation, verify that sign components are clean and free of materials or debris that would impair installation.
  - 4. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

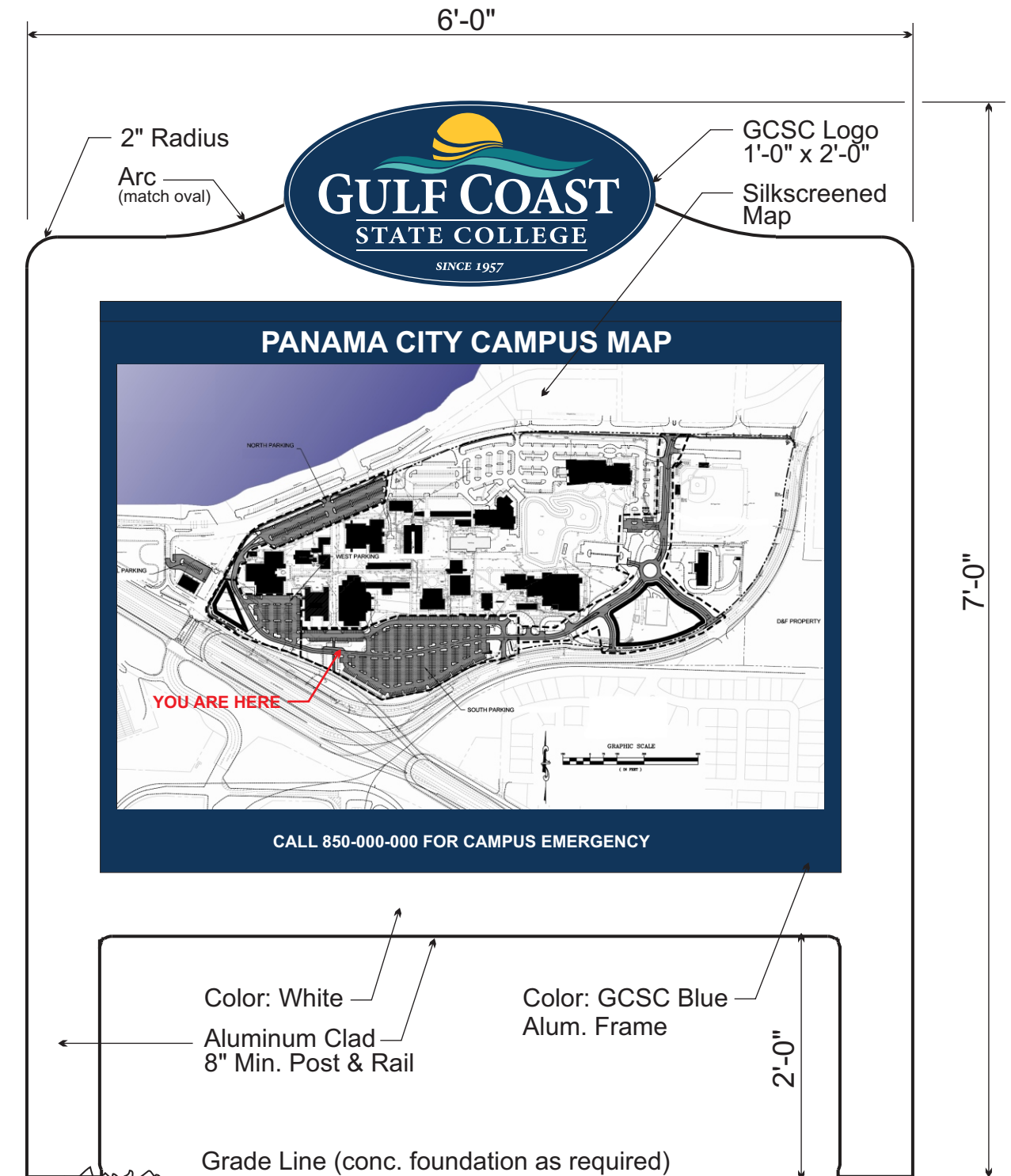
### 3.3 INSTALLING POSTS

- A. Vertical Tolerance: Set posts plumb within a tolerance of 1/16 inch in 3 feet.
- B. Attachment with Preset Anchor Bolts: Set post base in position over anchor bolts projecting from concrete foundation, shim and support pylon to prevent movement, place washers and nuts, and tighten. Fill shim space with nonshrink, nonmetallic grout, mixed and placed to comply with manufacturer's written instructions.

### 3.4 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

## END OF SECTION 101426



NOTE: GCSC Logo and Map Graphics will be provided at time of fabrication

## 6' x 7' Double Sided Monument Directional Sign LED Illuminated

Project:



~~Bid No. IFB#6 2014/2015~~

**GCSC PHASE I CAMPUS IMPROVEMENTS PROJECT**

## SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Structural Performance: Design, engineer, fabricate, and install hangers and supports to withstand structural loads specified in "Project Conditions" Paragraph below.
- B. Submittals:
  - 1. Product Data: For sleeve seals.
  - 2. Shop Drawings: For hangers and supports including attachments to the structure, identify hardware and indicate analyses, forces, strengths, materials, and dimensions; signed and sealed by a qualified professional engineer. Professional engineer qualification requirements are specified in Division 01 Section "Quality Requirements."

Related Documents: The electrical general requirements are supplementing and applicable to division 26 sections and shall apply to all phases of work specified herein, shown on the Drawings, or required to provide a complete installation of electrical systems. Section 26 is subdivided for convenience only.

#### C. REGULATORY REQUIREMENTS:

- 1. STANDARDS AND CODES: The electrical installation shall comply with all applicable building codes: local, state, federal ordinances, and the 2014 edition of the National Electrical Code. In case of a discrepancy among these applicable regulatory codes and ordinances, the most stringent requirement shall govern. The Contractor shall notify the architect in writing of any such discrepancy. Should the Contractor perform any work that does not comply with the applicable regulatory codes and ordinances he shall bear all cost arising in correcting the deficiencies. Application standards and codes shall include the latest editions of all local ordinances, all state laws, and the applicable requirements of the following:
  - (1) National Electrical Manufacturer's Association - NEMA
  - (2) The Life Safety Code – NFPA 101
  - (3) American National Standards Institute - ANSI
  - (4) Underwriters' Laboratories, Inc. – UL
  - (5) National Fire Protection Association – NFPA

Any codes that are not mentioned above that are required by the local jurisdiction, do not relinquish responsibility of the contractor to follow codes specified by the local jurisdiction.

- 2. SPECIFICATIONS AND DRAWINGS: The drawings and these specifications complement each other. What is called for by one shall be as binding as if called for by both. Omissions from the drawings and specifications of details of work which are evidently necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such work. In any case of discrepancy in the figures or catalog numbers, the matter shall be submitted to the architect, who shall promptly make a determination in writing. Any adjustment by the Contractor shall be at the Contractor's own risk and expense. Electrical drawings are diagrammatic only. Do not scale these drawings. All equipment shall be installed in accordance with manufacturer's recommendations and any conflicting data shall be verified before bidding.
- 3. FEES, PERMITS, AND INSPECTIONS: This Contractor shall secure and pay for all permits, and inspections required on work performed under this section of the Specifications. He

shall assume full responsibility for all assessments and taxes necessary for the completion and acceptance of the work.

4. **LETTERS CERTIFYING COMPLIANCE AND REVIEW:** The Contractor's bid shall be accompanied by a letter stating that these Documents will be revised, as required by any legal authority having jurisdiction and by any serving utility, with no additional cost to the Owner. As soon as practical after bidding, and before any work is commenced, the Contractor shall meet with all legal authorities having jurisdiction, review all materials and details of this project and agree on any required revisions.

A letter shall be written to the architect listing the names, dates, places of such review, and the revisions required (at no additional cost). A copy of the letter shall also be sent to the reviewing authority. The Contractor shall also meet with each serving utility and repeat the above procedure. A letter certifying each meeting shall be written also with the information as described above. The letter from the telephone and cable television utilities shall address approval for site and internal building cable types.

The Contractor shall after completion of the work, furnish the architect a certificate of final inspection and approval from the applicable local inspection department. Make necessary changes to plans and specifications to meet code standards at no additional cost to the Owner.

- D. **EXISTING SITE CONDITIONS:** All utilities, existing system and conditions shown on the plans as existing is approximate, and the Contractor shall verify before any work is started. Before submitting proposals, each bidder should visit the site and fully familiarize himself with all job conditions and shall be fully informed as to the extent of his work. No consideration will be given after bid opening date for alleged misunderstanding as to the requirements of work involved in connecting to the utilities or as to requirements of materials to be furnished. Part of the work specified is to Fire Caulk all conduits entering and leaving the new fire rated hallways. Also, all wires and cables not in conduit shall be sleeved and fire caulked to match the fire rating of the adjacent wall.

E. **INTERRUPTIONS AND SERVICE**

1. **SCHEDULED INTERRUPTIONS:** Planned interruptions of utilities service, to any facility affected by this contract, shall be carefully planned and approved by architect at least ten (10) days in advance of the requested interruption. The Contractor shall not interrupt services until the architect has granted specific approval. The request shall indicate services to be affected, date and time of interruption and duration of outage. Request for interruption of service will not be approved until all equipment and materials required for the completion of that particular phase of work are on the job site. The work may have to be scheduled after normal working hours.
2. **ACCIDENTAL INTERRUPTIONS:** All excavation and/or remodeling work required shall be performed with care so as not to interrupt other existing services (water, gas, electrical, sewer, sprinklers, etc.). If accidental utility interruption resulting from work performed by the Contractor occurs, service shall be immediately restored to its original condition without delay, by and at the expense of the Contractor, using skilled workmen of the trade required.
3. **MAINTAINING SERVICE:**
  - (1) Any existing service (or operating system) which must be interrupted for any length of time shall be supplied with a temporary service if necessary for continuation of the normal operation of this facility.
  - (2) Any existing system or part of an existing system currently in operation shall remain so after all additions or renovations are made and all work is completed.

F. **COORDINATION:**

1. **COORDINATING WITH OTHER CRAFTS:** It shall be the responsibility of the Contractor to cooperate and coordinate with all other crafts working on this project. This Contractor shall do all cutting, trenching, backfill and structural removals to permit entry of the electrical system components. The General Contractor shall do all patching and finishing. The architect's representative shall render a decision in writing as to space allotment in congested areas. No claims for "extras" due to such decisions shall be allowed, even though the work has already been installed. When the Contractor submits for approval any item or equipment, he shall determine for himself whether or not it will fit the space provided. If, after installation of any equipment, wiring or other items, it is determined that ample maintenance or passage space has not been provided, then the Contractor shall rearrange this work and/or furnish other equipment even though the equipment installed has been approved. A 1/2" = 1'0" scaled drawing of the main building equipment rooms along with elevations of each wall shall be submitted with the electrical shop drawings showing the proposed location of all equipment in each room.
2. **EQUIPMENT FURNISHED UNDER OTHER SECTIONS:** This Contractor shall furnish and install, complete electrical roughing-in and connections to all equipment furnished under other sections and indicate on drawings. This includes all outlets as shown on mechanical and electrical drawings. All such equipment shall be set in place as work of other sections.

G. **MATERIALS AND EQUIPMENT APPROVAL:**

1. **PRIOR-SUBMITTALS:** The Contractor shall base his proposal on the materials specified herein and on the drawings. Reference to a particular product by manufacturer, trade name, or catalog number establishes the quality standards of material and equipment required for this installation and is not intended to exclude products equal in quality and similar design. The engineer and architect reserve the sole right to decide the equality of materials proposed for use in lieu of these specified. It shall be the Contractor's responsibility to furnish the information and data sufficient to establish the quality and utility of the items in question, including furnishing of samples if required. If other equipment manufacturers determine that their equipment will fit in the space and meet the recommended clearances, suit all job conditions, equal or exceed the quality of the specified items, then a request may be made in writing to the architect at least ten (10) days prior to bid date for permission to be included in the approved equipment list. All data required for evaluation shall accompany the above letter.
2. **SUBMITTALS:**
  - (1) Shop Drawings: The Contractor shall submit a list of items proposed for use. He shall also submit catalog data and shop drawings on proposed systems and their components, panelboards, safety switches, starters and contactors, transformers, lighting fixtures, and wiring devices. Where substitutions alter the design or space requirements, the Contractor shall defray all items of cost for the revised design and construction including costs to all allied trades involved. Data shall be submitted within thirty (30) days after the contract is awarded. Provide four (4) copies of shop drawings as a minimum unless the General Conditions require a greater number of copies. Each submittal data section shall be covered with an index sheet listing Contractor, supplier, etc., and an index to the enclosed submittals.
  - (2) As-Built Drawings: Upon completion of the project, the Contractor shall furnish a complete set of the drawings which formed a part of the contract and include all revisions, sketches, etc., which may have been required during the construction.
  - (3) Operating and Maintenance Manuals: At completion of the work, furnish two (2) copies of written operation instructions which shall include manufacturer's descriptive bulletins, operating and maintenance manuals and parts lists of all equipment installed. Also include in such instructions, the specified size and

capacity ratings of all equipment installed. Each set of instructions shall be assembled into a suitable loose-leaf type binder and presented to the architect for delivery to the Owner.

- (4) Each major section of submittals such as power, equipment, lighting equipment, fire alarm, etc., shall be secured in a booklet or stapled with a covering index which lists the following information:

- a. General contractor w/phone number and project manager.
- b. Sub-contractor w/phone number and project manager.
- c. Supplier of equipment w/phone number and person responsible for this project.
- d. Index of each item covered in submittal and model number.
- e. Any deviation from contract documents shall be specifically noted on submittal cover index and boldly on specific submittal sheet.

H. **PROTECTION AND CLEANING OF PRODUCTS:** Take necessary precautions to protect all material, equipment, apparatus and work from damage before, during, and after installation. Failure to do so to the satisfaction of the architect will be sufficient cause for the rejection of the material, equipment or work in question. Contractor is responsible for the safety and good condition of the materials installed until final acceptance by the owner. Conduit openings shall be capped or plugged during installation to maintain cleanliness. Fixtures and equipment shall be tightly covered and protected against dirt, moisture, chemical and mechanical injury. At the completion of the work the fixtures, material and equipment shall be thoroughly cleaned and delivered in condition satisfactory to the architect.

I. **WORKMANSHIP:** All work shall be executed in a neat and substantial manner by skilled workman, well qualified, and regularly engaged in the type of work required. Substandard work shall be removed and replaced by the Contractor at no cost to the Owner.

J. **TESTING AND BALANCING:** Make tests that may be required by the Owner or the architect in connection with the operation of the electrical system in the buildings. Balance all single-phase loads connected to all panelboards in the buildings to insure approximate equal divisions of these loads on the main secondary power supply serving the buildings. All tests shall be made in accordance with the latest standards of the IEEE and the NEC. The installation shall be tested for performance, grounds and insulation resistance. A "megger" type instrument shall be used. Contractor shall perform circuit continuity and operational tests on all equipment furnished or connected by Contractor. The tests shall be made in the presence of the architect or his representative. The Contractor shall notify the architect at least twenty-four (24) hours in advance of tests. The Contractor shall provide all testing equipment and all costs shall be borne by him. Written reports shall be made of all tests. All faults shall be corrected immediately.

A letter shall be written giving the following:

1. Measured amps on each phase of each panel.
2. Resistance to ground of each grounding electrode.
3. Measured voltage phase to phase and phase to neutral at each panel.
4. Ground continuity and polarity instrument used.

K. **OPERATING AND MAINTENANCE INSTRUCTIONS:**

1. Upon completion of the work and at the time designated, the services of one project engineer shall be provided by the Contractor to instruct the representative of the Owner in the operation and maintenance of the systems.

L. **GUARANTEE AND SERVICE:** Upon completion of all tests and acceptance, the Contractor shall furnish the Owner a written guarantee covering the electrical work done for a period of one (1) year from date of acceptance. Guarantee includes equipment capacity and performance ratings specified without excessive noise levels. Upon notice from the architect or the Owner, the Contractor shall,

during the guarantee period, rectify and replace any defective material or workmanship and repair any damage caused thereby without additional cost.

**END OF SECTION 260500**

## **SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data:** For each type of product.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Field quality-control reports.**

### **PART 2 - PRODUCTS**

#### **2.1 CONDUCTORS AND CABLES**

- A. Copper Conductors:** Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation:** Comply with NEMA WC 70/ICEA S-95-658 for Type THW-2, Type THHN-2-THWN-2.

#### **2.2 CONNECTORS AND SPLICES**

- A. Description:** Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

#### **2.3 SYSTEM DESCRIPTION**

- 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 NFPA 70.**

### **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, except VFC cable, which shall be extra flexible stranded.

### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-2-THWN-2, single conductors in raceway.
- B. Exposed Feeders: Type THHN-2-THWN-2, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.
- E. Feeders Installed below Raised Flooring: Type THHN-2-THWN-2, single conductors in raceway.
- F. Exposed Branch Circuits, Including in Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- G. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway or Metal Clad cable – type MC.
- H. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.
- I. Branch Circuits Installed below Raised Flooring: Type THHN-2-THWN-2, single conductors in raceway.
- J. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. 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.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports 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-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
  - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

### 3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

### 3.6 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."

### 3.7 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."

### 3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors and conductors feeding the following critical equipment and services for compliance with requirements.
  - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
    - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
    - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

- c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- B. Test and Inspection Reports: Prepare a written report to record the following:
  - 1. Procedures used.
  - 2. Results that comply with requirements.
  - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

**END OF SECTION 260519**

## SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. 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:
  - 1. Burndy; Part of Hubbell Electrical Systems.
  - 2. ERICO International Corporation.
  - 3. Harger Lightning & Grounding.
  - 4. Siemens Power Transmission & Distribution, Inc.

#### 2.2 SYSTEM DESCRIPTION

- 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.

#### 2.3 CONDUCTORS

- A. Insulated Conductors: 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.

## 2.4 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.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

## 2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel, sectional type; 3/4 inch by 10 feet (19 mm by 3 m).

# 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 copper conductor, No. 2 AWG minimum.
  - 1. Bury at least 24 inches (600 mm) below grade.
- C. 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 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

## 3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches (100 mm) will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches (50 mm) above to 6 inches (150 mm) below concrete. Seal floor opening with waterproof, nonshrink grout.

- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.

### 3.4 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. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
- C. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

### 3.5 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. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
  - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- D. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Section 260543 "Underground Ducts and Raceways for Electrical Systems," and shall be at least 12 inches (300 mm) deep, with cover.
  - 1. Test Wells: Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.

- E. 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.
- F. Grounding and Bonding for Piping:
  - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
  - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
  - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

### 3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

### END OF SECTION 260526

## **SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes:
  - 1. Hangers and supports for electrical equipment and systems.
  - 2. Construction requirements for concrete bases.

#### **1.2 PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. 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.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For 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.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Welding certificates.

#### **1.5 QUALITY ASSURANCE**

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. 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.
- B. 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:
  - 1. Allied Tube & Conduit.
  - 2. ERICO International Corporation.
  - 3. Thomas & Betts Corporation.
  - 4. Unistrut; an Atkore International company.
- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. 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.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- G. 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.
  - 2. 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. Hilti, Inc.
    - b. MKT Fastening, LLC.
    - c. Simpson Strong-Tie Co., Inc.
  - 3. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
  - 4. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Cooper B-Line, Inc.; a division of Cooper Industries.
    - b. Empire Tool and Manufacturing Co., Inc.
    - c. Hilti, Inc.
  - 5. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.

6. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
7. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
8. Toggle Bolts: All-steel springhead type.
9. 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.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

## 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 two-bolt conduit clamps.
- 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.
  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: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
  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. Comply with installation requirements in Section 055000 "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. 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 (20.7-MPa)**, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Section 033000 "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. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  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 Section 099113 "Exterior Painting" Section 099123 "Interior Painting" and Section 099600 "High Performance Coatings" 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 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Metal conduits, tubing, and fittings.
2. Nonmetal conduits, tubing, and fittings.
3. Metal wireways and auxiliary gutters.
4. Nonmetal wireways and auxiliary gutters.
5. Surface raceways.
6. Boxes, enclosures, and cabinets.

**B. Related Requirements:**

1. Section 260543 "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.
2. Section 270528 "Pathways for Communications Systems" for conduits, wireways, surface pathways, innerduct, boxes, faceplate adapters, enclosures, cabinets, and handholes serving communications systems.
3. Section 280528 "Pathways for Electronic Safety and Security" for conduits, surface pathways, innerduct, boxes, and faceplate adapters serving electronic safety and security.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data:** For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings:** For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings:** Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
1. Structural members in paths of conduit groups with common supports.
  2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Seismic Qualification Certificates:** For enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.

## PART 2 - PRODUCTS

### 2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. ARC: Comply with ANSI C80.5 and UL 6A.
- D. IMC: Comply with ANSI C80.6 and UL 1242.
- E. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit and IMC.
  - 1. Comply with NEMA RN 1.
  - 2. Coating Thickness: 0.040 inch (1 mm), minimum.
- F. EMT: Comply with ANSI C80.3 and UL 797.
- G. FMC: Comply with UL 1; zinc-coated steel or aluminum.
- H. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- I. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
  - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
  - 2. Fittings for EMT:
    - a. Material: die cast.
    - b. Type: compression.
  - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
  - 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.
- J. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

### 2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ENT: Comply with NEMA TC 13 and UL 1653.
- C. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. LFNC: Comply with UL 1660.

- E. Continuous HDPE: Comply with UL 651B.
- F. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.
- G. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- H. Fittings for LFNC: Comply with UL 514B.
- I. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- J. Solvent cements and adhesive primers 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."

## 2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 3R unless otherwise indicated, and sized according to NFPA 70.
  - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

## 2.4 NONMETALLIC WIREWAYS AND AUXILIARY GUTTERS

- A. Listing and Labeling: Nonmetallic wireways and auxiliary gutters shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Description: Fiberglass polyester, extruded and fabricated to required size and shape, without holes or knockouts. Cover shall be gasketed with oil-resistant gasket material and fastened with captive screws treated for corrosion resistance. Connections shall be flanged and have stainless-steel screws and oil-resistant gaskets.
- C. Description: PVC, extruded and fabricated to required size and shape, and having snap-on cover, mechanically coupled connections, and plastic fasteners.
- D. Fittings and Accessories: Couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings shall match and mate with wireways as required for complete system.
- E. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- F. Solvent cements and adhesive primers 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."

## 2.5 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5.
- C. Surface Nonmetallic Raceways: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC. Product shall comply with UL 94 V-0 requirements for self-extinguishing characteristics.
- D. Tele-Power Poles:
  - 1. Material: Galvanized steel with ivory baked-enamel finish.
  - 2. Fittings and Accessories: Dividers, end caps, covers, cutouts, wiring harnesses, devices, mounting materials, and other fittings shall match and mate with tele-power pole as required for complete system.

## 2.6 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- D. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- E. Metal Floor Boxes:
  - 1. Material: Cast metal or sheet metal.
  - 2. Type: Fully adjustable.
  - 3. Shape: Rectangular.
  - 4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- F. Nonmetallic Floor Boxes: Nonadjustable, rectangular.
  - 1. Listing and Labeling: Nonmetallic floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- G. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.
- H. Paddle Fan Outlet Boxes: Nonadjustable, designed for attachment of paddle fan weighing 70 lb (32 kg).



1. Listing and labeling: Paddle fan outlet boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- I. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- J. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- K. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- L. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).
- M. Gangable boxes are allowed.
- N. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 and Type 3R 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.
  3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- O. Cabinets:
  1. NEMA 250, Type 1 and Type 3R 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.
  6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## PART 3 - EXECUTION

### 3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
  1. Exposed Conduit: IMC.
  2. Concealed Conduit, Aboveground: IMC.
  3. Underground Conduit: RNC, Type EPC-40-PVC.
  4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
  5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below 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: GRC. Raceway locations include the following:
    - 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: GRC or IMC.
  7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 1/2-inch (16-mm) trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
  3. EMT: Use compression, steel or cast-metal fittings. Comply with NEMA FB 2.10.
  4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- F. Install surface raceways only where indicated on Drawings.
- G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

### 3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- 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. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- D. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- E. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.

- F. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- G. Support conduit within **12 inches (300 mm)** of enclosures to which attached.
- 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. Secure raceways to reinforcement at maximum **10-foot (3-m)** intervals.
  - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
  - 3. Arrange raceways to keep a minimum of **2 inches (50 mm)** of concrete cover in all directions.
  - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
  - 5. Change from ENT to RNC, Type EPC-40-PVC, GRC or IMC before rising above floor.
- I. Stub-ups to Above Recessed Ceilings:
  - 1. Use EMT, IMC, or RMC for raceways.
  - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. 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.
- K. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to **1-1/4-inch (35-mm)** trade size and insulated throat metal bushings on **1-1/2-inch (41-mm)** trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- N. 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. Cap underground raceways designated as spare above grade alongside raceways in use.
- O. Surface Raceways:
  - 1. Install surface raceway with a minimum **2-inch (50-mm)** radius control at bend points.
  - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding **48 inches (1200 mm)** and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- P. Install raceway sealing fittings at accessible locations according to NFPA 70 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.

- Q. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  2. Where an underground service raceway enters a building or structure.
  3. Where otherwise required by NFPA 70.
- R. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed **30 deg F (17 deg C)** and that has straight-run length that exceeds **25 feet (7.6 m)**.
  2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
    - a. Outdoor Locations Not Exposed to Direct Sunlight: **125 deg F (70 deg C)** temperature change.
    - b. Outdoor Locations Exposed to Direct Sunlight: **155 deg F (86 deg C)** temperature change.
    - c. Indoor Spaces Connected with Outdoors without Physical Separation: **125 deg F (70 deg C)** temperature change.
    - d. Attics: **135 deg F (75 deg C)** temperature change.
  3. Install fitting(s) that provide expansion and contraction for at least **0.00041 inch per foot of length of straight run per degree F (0.06 mm per meter of length of straight run per degree C)** of temperature change for PVC conduits.
  4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
  5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- S. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of **72 inches (1830 mm)** of flexible conduit for 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 or LFNC in damp or wet locations not subject to severe physical damage.
- T. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- U. 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. Prepare block surfaces to provide a flat surface for a rain tight connection between the box and cover plate or the supported equipment and box.
- V. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- W. Locate boxes so that cover or plate will not span different building finishes.

- X. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- Y. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- Z. Set metal floor boxes level and flush with finished floor surface.
- AA. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

### 3.3 INSTALLATION OF UNDERGROUND CONDUIT

#### A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 312000 "Earth Moving" for pipe less than 6 inches (150 mm) in nominal diameter.
2. Install backfill as specified in Section 312000 "Earth Moving."
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."
4. Install manufactured duct elbows for stub-up at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
  - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.
  - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
6. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

### 3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- 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, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.

- D. Field-cut openings for 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.

### 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. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

### 3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

## END OF SECTION 260533

## **SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 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.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each electrical identification product indicated.

#### **1.3 QUALITY ASSURANCE**

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

### **PART 2 - PRODUCTS**

#### **2.1 POWER RACEWAY IDENTIFICATION MATERIALS**

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage and system or service type.

- C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: 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.
- E. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: 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.
- F. Write-On Tags: Polyester tag, **0.010 inch (0.25 mm)** thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
  - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
  - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

## 2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Colors for Raceways Carrying Circuits at 600 V and Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage and system or service type.
- C. 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.
- D. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; **2 inches (50 mm)** wide; compounded for outdoor use.

## 2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- 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. Write-On Tags: Polyester tag, **0.010 inch (0.25 mm)** thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
  - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
  - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.



- D. 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.
- E. 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.

## 2.4 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. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- D. Write-On Tags: Polyester tag, **0.010 inch (0.25 mm)** thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
  - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
  - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

## 2.5 FLOOR MARKING TAPE

- A. **2-inch- (50-mm-)** wide, **5-mil (0.125-mm)** pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

## 2.6 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
  - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
  - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
  - 3. 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. Comply with ANSI Z535.1 through ANSI Z535.5.
  - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE,.
  - 3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE,.
- C. Tag: Type I:

1. Pigmented polyolefin, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
2. Thickness: 4 mils (0.1 mm).
3. Weight: 18.5 lb/1000 sq. ft. (9.0 kg/100 sq. m).
4. 3-Inch (75-mm) Tensile According to ASTM D 882: 30 lbf (133.4 N), and 2500 psi (17.2 MPa).

D. Tag: Type ID:

1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
2. Overall Thickness: 5 mils (0.125 mm).
3. Foil Core Thickness: 0.35 mil (0.00889 mm).
4. Weight: 28 lb/1000 sq. ft. (13.7 kg/100 sq. m).
5. 3-Inch (75-mm) Tensile According to ASTM D 882: 70 lbf (311.3 N), and 4600 psi (31.7 MPa).

## 2.7 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

C. 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).

D. Metal-Backed, Butyrate Warning Signs:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application.
2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal size, 10 by 14 inches (250 by 360 mm).

E. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."
3. Insert names and wording of warning signs or labels; e.g., arc-flash, multiple services and voltages, and others.

## 2.8 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.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be **3/8 inch (10 mm)**.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be **3/8 inch (10 mm)**. Overlay shall provide a weatherproof and UV-resistant seal for label.

## 2.9 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be **3/8 inch (10 mm)**. Overlay shall provide a weatherproof and UV-resistant seal for label.
- B. 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)**.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be **1 inch (25 mm)**.

## 2.10 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in 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. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

- D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- 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. 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 or concrete envelope exceeds **16 inches (400 mm)** overall.
- G. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

### 3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Install labels at **10-foot (3-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. Emergency Power.
  - 2. Power.
  - 3. UPS.
- 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.
    - c. Colors for 480/277-V Circuits:
      - 1) Phase A: Brown.
      - 2) Phase B: Orange.
      - 3) Phase C: Yellow.
    - 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. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- E. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- F. 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.
- G. 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.
- H. 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.
- I. 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. Power transfer switches.
    - b. Controls with external control power connections.
    - c.
- J. 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.
- K. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum ~~3/8-inch-~~ (10-mm-) high letters for emergency instructions at equipment used for power transfer.
- L. 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.

**END OF SECTION 260553**

## SECTION 260923 - LIGHTING CONTROL DEVICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Lighting Controls

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data

### PART 2 - PRODUCTS

#### 2.1 Basis of Design Manufacturer:

- A. WattStopper Wireless Outdoor Lighting Controls
- B. Equal Manufacturer: All equals shall be owner, architect, and engineer approved prior to bidding project. Allow a minimum of 14 days for review of system.

#### 2.2 Product Features:

- A. Twist Lock Controllers
  - 1. WattStopper Part Number NWTL-111-1P (Single Phase), NWTL-111-2P (Multi-Phase)
    - a. Wireless Twist-Lock controllers with 0-10 volt dimming and ANSI C 136.41D 7 pin receptacle.
    - b. Distributed Intelligent Controllers that operate independently of Ethernet or Wireless Networks.
    - c. Each controllers maintains its' own scheduling.
    - d. Provides the following information:
      - 1) Voltage

- 2) Amperage
- 3) Wattage
- 4) Load Status
- 5) Dimming Level
- 6) Sunrise time
- 7) Sunset time

B. Wireless I/O Controllers

1. WattStopper Part Number WIO-4

- a. Support inputs for WattStopper Analog Occupancy Sensors
- b. Provides backup photocell operation for Astronomic time clock

C. Wireless Network Manager (local gateway)

1. WattStopper Part Number 225CWS

- a. Stand alone system with web based user interface (HTTP) supporting browser and mobile interfaces.
- b. Provides Ethernet, WiFi and Cellular connections
- c. Web Appliance with browser interface, No additional software or hand held devices required to commission, program or monitor the system.
- d. Supports tagging of data for faster programming and easier data manager.
- e. 8 GB of Flash memory with Battery backup.
- f. Software Features Include:
  - 1) Control Engine – Provides custom programming such as “If This, Then That” application capabilities.
  - 2) Historian – A web interface that provides reports and graphics on system data points including SunRise / Sunset times. Viewed periods include Day, Week, Month and Year.
  - 3) Equipment View – Provides 15 minute trend log for all 7 data points listed above in an historical view, available at user selected time periods.
  - 4) Alarms – Provides trending of alarm conditions and supports email and text message of alarm conditions.
    - a) In scope of work, provide an alarm condition for every light fixture that Alarms if lighting energy consumption is above 5 watts during daylight hours (Dayburner).
  - 5) Reports – Provide a report manager that allows customer reports to be saved for later retrieval.
  - 6) Graphics – Provide full graphics editor and display capabilities that include:
    - a) Dials / Gauges to display Watts / Amps / Volts / Outdoor Temperature, etc.
    - b) Charts – for runtime, daylight levels, Wattage, load status, etc.
    - c) Buttons – For override control or action initiators to trigger events.
    - d) Allows end user to Turn ON/Off or Raise/Lower light levels from Google Maps or similar background.



- e) Provides control of Zones, Scenes and Weekly Schedules.
  - 2. Network Manager to provide easy integration to:
    - a. Indoor lighting control systems including WattStopper Digital Lighting Management system.
    - b. Building Automation System using BACnet IP protocol.
  - 3. Upgradeable firmware over the air.
  - 4. No annual fees for site based system
  - 5. Stores data and events on local gateway (not lost when power is cut) and provides synchronization with optional Cloud Applications including SkyFoundry Analytics.
- D. Factory Support
- 1. On site field application support through a national organization of Field Application Engineers.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install antenna and modules for complete system per manufacturers recommendations and requirements.
- B. Wiring Method: Comply with other Sections.
- C. Identify components and power and control wiring according to Section 260553 "Identification for Electrical Systems."

#### 3.2 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate lighting control devices and perform tests and inspections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Operational Test: After installing lighting controls, and after electrical circuitry has been energized, start units to confirm proper unit operation.
  - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Lighting control devices will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

**END OF SECTION 260923**

## **SECTION 262416 - PANELBOARDS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes distribution panelboards and lighting and appliance branch-circuit panelboards.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For each panelboard and related equipment.
  - 1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
  - 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
  - 3. Detail bus configuration, current, and voltage ratings.
  - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
  - 5. Include evidence of NRTL listing for series rating of installed devices.
  - 6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
  - 7. Include wiring diagrams for power, signal, and control wiring.
  - 8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Field quality-control reports.
- B. Panelboard schedules for installation in panelboards.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Operation and maintenance data.

#### **1.5 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 NEMA PB 1.
- C. Comply with NFPA 70.

#### **1.6 WARRANTY**

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces
- B. Enclosures: Flush- and surface-mounted cabinets.
  1. Rated for environmental conditions at installed location.
    - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
    - b. Outdoor Locations: NEMA 250, Type 4X.
  2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
  3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
  4. Directory Card: Inside panelboard door, mounted in transparent card holder.
- C. Incoming Mains Location: Top and bottom.
- D. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.
- E. Conductor Connectors: Suitable for use with conductor material and sizes.
  1. Material: Hard-drawn copper, 98 percent conductivity.
  2. Main and Neutral Lugs: Mechanical type.
  3. Ground Lugs and Bus Configured Terminators: Mechanical type.
  4. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
  5. Subfeed (Double) Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
- F. Service Equipment Label: NRTL labeled for use as service equipment for panelboards with one or more main service disconnecting and overcurrent protective devices.
- G. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- H. Panelboard Short-Circuit Current Rating: Rated for series-connected system with integral or remote upstream overcurrent protective devices and labeled by an NRTL. Include size and type of allowable upstream and branch devices, and listed and labeled for series-connected short-circuit rating by an NRTL.
- I. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
- B. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 1.

## 2.3 DISTRIBUTION PANELBOARDS

- A. Distribution panelboards, as specified in this article, fall under requirements of "Power Panelboards" in NFPA 70.
- B. 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:
  1. Eaton Electrical Sector; Eaton Corporation.
  2. General Electric Company.
  3. Siemens Industry, Inc.
  4. Square D
- C. Panelboards: NEMA PB 1, power and feeder distribution type.
- D. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
- E. Mains: Circuit breaker.
- F. Branch Overcurrent Protective Devices: For Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
- G. Branch Overcurrent Protective Devices: For Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers;

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Receive, inspect, handle, store and install panelboards and accessories according to NECA 407.
- B. Comply with mounting and anchoring requirements specified in Section 260548.16 "Seismic Controls for Electrical Systems."
- C. Mount top of trim **90 inches (2286 mm)** above finished floor unless otherwise indicated.
- D. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- E. Install overcurrent protective devices and controllers not already factory installed.
  1. Set field-adjustable, circuit-breaker trip ranges.
- F. Install filler plates in unused spaces.

- G. Stub four 1-inch (27-GRC) empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch (27-GRC) empty conduits into raised floor space or below slab not on grade.
- H. Arrange conductors in gutters into groups and bundle and wrap with wire ties.
- I. Comply with NECA 1.

### 3.2 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads and incorporating Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- C. Panelboard Nameplates: Label each panelboard with a permanent micarta nameplate that identifies the panel voltage and phase.

### 3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Acceptance Testing Preparation:
  - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
  - 2. Test continuity of each circuit.
- C. 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.
- D. Panelboards will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

**END OF SECTION 262416**

## **SECTION 264313 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes field-mounted SPDs for low-voltage (120 to 600 V) power distribution and control equipment.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
  - 2. Copy of UL Category Code VZCA certification, as a minimum, listing the tested values for VPRs, Inominal ratings, MCOVs, type designations, OCPD requirements, model numbers, system voltages, and modes of protection.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Field quality-control reports.
- B. Sample Warranty: For manufacturer's special warranty.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Maintenance data.

#### **1.5 WARRANTY**

- A. Manufacturer's Warranty: Manufacturer agrees to replace or replace SPDs that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: 25 year unlimited free replacement warranty from date of Substantial Completion.

### **PART 2 - PRODUCTS**

#### **2.1 GENERAL SPD REQUIREMENTS**

- A. SPD with Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

- C. Comply with UL 1449.
- D. MCOV of the SPD shall be the nominal system voltage.

## 2.2 SERVICE ENTRANCE SUPPRESSOR

- A. 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:
  - 1. Eaton Electrical Sector; Eaton Corporation.
  - 2. General Electric Company.
  - 3. Leviton Manufacturing Co., Inc.
- B. SPDs: Comply with UL 1449, Type 2.
  - 1. SPDs with the following features and accessories:
    - a. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
    - b. Indicator light display for protection status.
- C. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 200 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.
- D. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V, three-phase, four-wire circuits shall not exceed the following:
  - 1. Line to Neutral: 1200 V for 480Y/277 V.
  - 2. Line to Ground: 1200 V for 480Y/277 V.
  - 3. Line to Line: 1800 V for 480Y/277 V.
- E. SCCR: Equal or exceed 200 kA.
- F. Inominal Rating: 20 kA.

## 2.3 PANEL SUPPRESSORS

- A. Retain this article for SPDs other than those installed at the service entrance. SPD described in this article is required by NFPA 70 to be installed with OCPD. The type and size of OCPD depends on the UL listing requirements. See "SPD Types" Article in the Evaluations.
- B. 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:
  - 1. Eaton Electrical Sector; Eaton Corporation
  - 2. General Electric Company
  - 3. Leviton Manufacturing Co., Inc
- C. SPDs: Comply with UL 1449, Type 2.
  - 1. Include LED indicator lights for power and protection status.
  - 2. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.

- D. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 100 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.
- E. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V or 208Y/120 V, three-phase, four-wire circuits shall not exceed the following:
  - 1. Line to Neutral: 1200 V for 480Y/277 V or 700 V for 208Y/120 V.
  - 2. Line to Ground: 1200 V for 480Y/277 V or 700 V for 208Y/120 V.
  - 3. Neutral to Ground: 1200 V for 480Y/277 V or 700 V for 208Y/120 V.
  - 4. Line to Line: 2000 V for 480Y/277 V or 1200 V for 208Y/120 V
- F. SCCR: Equal or exceed 100 kA.
- G. Inominal Rating: 20 kA.

## 2.4 ENCLOSURES

- A. Indoor Enclosures: NEMA 250, Type 1.
- B. Outdoor Enclosures: NEMA 250, Type 4X.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Install an OCPD or disconnect as required to comply with the UL listing of the SPD.
- C. Install SPDs with conductors between suppressor and points of attachment as short and straight as possible, and adjust circuit-breaker positions to achieve shortest and straightest leads. Do not splice and extend SPD leads unless specifically permitted by manufacturer. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.
- D. Use crimped connectors and splices only. Wire nuts are unacceptable.
- E. Complete startup checks according to manufacturer's written instructions. Energize SPDs after power system has been energized, stabilized, and tested.

### 3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative.
  - 1. Compare equipment nameplate data for compliance with Drawings and Specifications.
  - 2. Inspect anchorage, alignment, grounding, and clearances.
  - 3. Verify that electrical wiring installation complies with manufacturer's written installation requirements.
- B. An SPD will be considered defective if it does not pass tests and inspections.



- C. Prepare test and inspection reports.

### 3.3 DEMONSTRATION

- A. Train Owner's maintenance personnel to operate and maintain SPDs.

**END OF SECTION 264313**

## **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.

#### **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.
  - 11. Manufactured pole foundations.
- B. Shop Drawings: 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. Anchor-bolt templates keyed to specific poles and certified by manufacturer.
  - 3. Design calculations, certified by a qualified professional engineer, indicating strength of screw foundations and soil conditions on which they are based.
  - 4. Provide point-to-point calculations of ballfield for approval.
  - 5. Provide aiming plan for luminaires on the field for contractor.
- 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. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.
- 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 IEEE C2, "National Electrical Safety Code."
- E. Comply with NFPA 70.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. 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.
- B. Retain factory-applied pole wrappings on fiberglass poles until right before pole installation. Handle poles 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.
  - 4. Warranty Period for Poles: Repair or replace lighting poles and standards that fail in finish, materials, and workmanship within manufacturer's standard warranty period, but not less than three years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide product indicated on drawing or equal product shown below.
- B. Equal products: Gardco EcoForm

### 2.2 GENERAL REQUIREMENTS FOR LUMINAIRES

- A. Luminaires shall comply with UL and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.
  - 1. Light engines are rated for IP66 and luminaire for IP65.
- 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. Exposed Hardware Material: Stainless steel.

- G. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
- H. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.
- I. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- J. 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. The architect and user are required to approve all finishes prior to ordering material.
- K. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
  - 2. Natural Satin Finish: Provide fine, directional, medium satin polish (AA-M32); buff complying with AA-M20; and seal aluminum surfaces with clear, hard-coat wax.
  - 3. Class I, Clear Anodic Finish: AA-M32C22A41 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.
  - 4. Class I, Color Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker) complying with AAMA 611.
- L. 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.

## 2.3 LED FIXTURES

- A. Fixture shall be high performance type LED fixture. The LED driver should be mounted to promote low operating temperature and long life. Housing will be completely sealed against moisture and environmental contaminants.
- B. Finish – Powder coat finish to provide resistance to corrosion and weathering.
- C. Optics – Fixture should have a zero uplight component.

## 2.4 GENERAL REQUIREMENTS FOR POLES AND SUPPORT COMPONENTS

- A. Structural Characteristics: Comply with AASHTO LTS-4-M.
  - 1. Wind-Load Strength of Poles: Comply with all applicable codes and standards to perform calculations. Provide all calculations for deviations from drawings.
- B. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.

- C. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components. All work shall comply with the manufacturers requirements.
  - 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.
- D. Handhole: Oval-shaped, with minimum clear opening with cover secured by stainless-steel captive screws.
- E. Concrete Pole Foundations: Cast in place, with anchor bolts to match pole-base flange. Concrete, reinforcement, and formwork as defined on drawings.
- F. Breakaway Supports: Frangible breakaway supports, tested by an independent testing agency acceptable to authorities having jurisdiction, according to AASHTO LTS-4-M.

## 2.5 LUMINAIRE POLES

- A. Pole Material:
  - 1. As specified on drawings.
- B. Mounting Provisions:
  - 1. Bolted to concrete foundation with anchor bolts in 'L' form.

## 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 according to aiming plans provided by manufacturer.

### 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 (1520 mm)**.
  - 2. Water, Gas, Electric, Communication, and Sewer Lines: **10 feet (3 m)**.

- C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer.
- 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-~~ (13-mm-) diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.
- E. 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 Sections. In concrete foundations, wrap conduit with ~~0.010-inch-~~ (0.254-mm-) thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

### 3.4 GROUNDING

- A. Ground nonmetallic poles and support structures according to NEC.
  - 1. Install grounding conductor and conductor protector.
  - 2. 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. Illumination Tests:
  - 1. Measure light intensities at night. Use photometers with calibration referenced to NIST standards. Comply with the following IESNA testing guide(s):
    - a. IESNA LM-64, "Photometric Measurements of Parking Areas."
- D. 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 point to point calculations.

**END OF SECTION 265600**



## **SECTION 301110 - ENVIRONMENTAL PROTECTION**

### **1.01 SCOPE OF WORK**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. The Work covered by this Section consists of furnishing all labor, materials and equipment and performing all Work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes; or violate any applicable environmental laws, rules, codes or regulations.
- C. The control of environmental pollution requires consideration of air, water and land, and involves management of noise, odor, and solid waste, as well as other pollutants.
- D. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and surroundings. These are general guidelines. It is the CONTRACTOR'S responsibility to determine the specific construction techniques to meet these guidelines.
- E. The CONTRACTOR shall secure, if required, at its own cost, a surface water management permit from the Northwest Florida Water Management District (NFWFMD) and approvals from Bay County and/or Panama City Beach for any construction dewatering activities associated with this project.

### **1.02 APPLICABLE REGULATIONS**

The CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

### **1.03 NOTIFICATIONS**

The OWNER through the PROJECT REPRESENTATIVE will notify the CONTRACTOR in writing immediately following identification of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and any required corrective action to be taken by CONTRACTOR. State or local agencies responsible for verification of certain aspects of the environmental protection requirements may notify the CONTRACTOR of any non-compliance with State or local requirements.

The CONTRACTOR shall, after receipt of such notice from the regulatory agency shall immediately notify the PROJECT REPRESENTATIVE in writing and immediately take correction action. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR unless it is later determined that the CONTRACTOR was in compliance and subject to the other terms of the Contract Documents.

### **1.04 IMPLEMENTATION**

- A. Prior to commencement of the Work, the CONTRACTOR shall meet with the PROJECT REPRESENTATIVE to develop mutual understandings relative to compliance with this specification and administration of the environmental pollution control program.

- B. The CONTRACTOR shall remove temporary environmental control features, when approved by the PROJECT REPRESENTATIVE, and incorporate permanent control features into the Project at the earliest practicable time, consistent with the approved construction schedule.

#### 1.05 EROSION CONTROL

- A. The CONTRACTOR shall ensure sufficient precautions are taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 10 nephelometric turbidity units (NTU), or as otherwise required by the State or other controlling body, in water used for public water supply or fish unless limits have been established for the particular water. In surface water used for other purposes, the turbidity must not exceed 25 NTU unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion.

Erosion evident within the limits of construction shall be the responsibility of the CONTRACTOR during the full term of the Contract and for the full 1 year guarantee period. Areas subject to erosion during this time shall be fully restored to original or design conditions (as applicable) within 10 days of notice to the CONTRACTOR.

- B. The CONTRACTOR shall provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented.

Ditches around construction area shall be used to carry away water resulting from dewatering of excavated areas. At the completion of the Work, ditches shall be backfilled and the ground surface restored to original condition.

- C. The CONTRACTOR shall schedule and conduct all Work in a manner that will minimize the erosion of soils in the area of the Work. Erosion control measures shall be provided such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching or other special surface treatments as are required by regulatory authorities to prevent silting and muddying of streams, rivers, canals, impoundments, lakes, etc. All erosion control measures shall be in place prior to any construction activity in any area of the Work.

#### 1.06 PROTECTION OF LAND RESOURCES

- A. Land resources within the Project boundaries and outside the limits of permanent Work shall be restored by CONTRACTOR to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the CONTRACTOR shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the PROJECT REPRESENTATIVE. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The CONTRACTOR shall in any event be responsible for any damage resulting from such use.
- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the CONTRACTOR'S equipment, dumping or other operations, CONTRACTOR shall protect

such trees by placing board, planks, or poles around them. Monuments and markers shall be similarly protected by CONTRACTOR before beginning operations near them.

- D. Any trees or other landscape feature scarred or damaged by the CONTRACTOR'S equipment or operations shall be restored as nearly as possible to its original condition. The PROJECT REPRESENTATIVE will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of.

All scars made on trees by CONTRACTOR's equipment, construction operations, or by the removal of limbs by CONTRACTOR larger than 1 inch in diameter shall be coated as soon as possible with an approved tree wound dressing.

All trimming or pruning by CONTRACTOR shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.

Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the CONTRACTOR and are beyond saving in the opinion of a certified nurseryman, shall be immediately removed and replaced in kind and maintained until growth is assured.

- E. The locations of the CONTRACTOR's lay down area, storage and other construction buildings, required temporarily in the performance of the Work, shall require written concurrence of the PROJECT REPRESENTATIVE. The preservation of the landscape and public perception shall be an imperative consideration in the selection of the lay down area and in the provision of any buildings. Drawings showing the lay down area and any buildings shall be submitted by CONTRACTOR for approval of the PROJECT REPRESENTATIVE.
- F. If temporary roads or embankments and excavations for plant and/or work areas are proposed, the CONTRACTOR shall submit the following for approval by the PROJECT REPRESENTATIVE at least ten days prior to scheduled start of such temporary work.

1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.
2. Details of temporary road construction.
3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.
4. A landscaping drawing showing the proposed restoration of the area. Removal of any trees and shrubs outside the limits of existing clearing area shall be indicated. The drawing shall also indicate location of required guard posts or barriers required to control vehicular traffic passing close to trees and shrubs to be maintained undamaged. The drawing shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the CONTRACTOR'S approved drawings shall be made only with the written concurrence of the PROJECT REPRESENTATIVE.

No unauthorized road construction, excavation or embankment construction including disposal areas will be permitted.

- G. The CONTRACTOR shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess materials, or any other vestiges of construction as requested by the PROJECT REPRESENTATIVE. Any construction disturbed area shall be restored to near natural conditions.
- H. All debris and excess material will be disposed of by CONTRACTOR outside wetland or floodplain areas in an environmentally sound and lawful manner.

#### 1.07 PROTECTION OF AIR QUALITY

- A. The use of burning for the disposal of refuse and debris will not be permitted.
- B. The CONTRACTOR shall maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.
- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with concurrence from the appropriate regulatory authority.
- D. Sprinkling must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the CONTRACTOR must have sufficient competent equipment on the job to accomplish needed sprinkling. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

#### 1.08 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, CONTRACTOR shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly to ensure they are operating correctly.

#### 1.09 NOISE CONTROL

- A. The CONTRACTOR shall make every effort to minimize noises caused by operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with State and Federal Regulations.
- B. Sound levels measured by the PROJECT REPRESENTATIVE shall not exceed 55 dBA from 8:00 PM to 7:00 AM or 65 dBA from 7:00 AM to 8:00 PM. This sound level to be measured at the OWNER'S property line. Sound levels of equipment shall not exceed 95 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to acceptable levels. Work stoppage for excessive noise shall not relieve the CONTRACTOR of the other portions of this specification including, but not limited to Contract Time and Contract Price.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

**END OF SECTION 301110**

## **SECTION 311000 - SITE CLEARING**

### **PART 1 - GENERAL**

#### **RELATED DOCUMENTS:**

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

#### **DESCRIPTION OF WORK:**

Extent of site clearing is shown on drawings.

Site clearing work includes, but is not limited to:

- Protection of existing trees.
- Removal of trees and other vegetation.
- Topsoil stripping.
- Clearing and grubbing.
- Removing above-grade improvements.
- Removing below-grade improvements.

#### **JOB CONDITIONS:**

**Traffic:** Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

**Protection of Existing Improvements:** Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

Protection improvements on adjoining properties and on Owner's property.

Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

**Protection of Existing Trees and Vegetation:** Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

**Salvable Improvements:** Carefully remove items indicated to be salvaged, and store on Owner's premises where indicated or directed.

### **PART 2 - PRODUCTS**

Not applicable to work of this section.

### **PART 3 - EXECUTION**

#### SITE CLEARING:

General: Remove trees, shrubs, grass and other vegetation, improvements, or obstructions interfering with installation of new construction. Remove such items elsewhere on the site or premises as specifically indicated. Removal includes digging out stumps and roots.

Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.

Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4". Satisfactory topsoil is reasonably free of topsoil, clay lumps, stones, and other objects over 2" in diameter, and without weeds, roots, and other objectionable material.

Remove heavy growths of grass from areas before stripping.

Where trees are indicated to be left standing, stop topsoil stripping a sufficient distance to prevent damage to main root system.

Stockpile topsoil in storage piles in areas shown, or where directed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust.

Dispose of unsuitable or excess topsoil same as waste material, herein specified.

Clearing and Grubbing: Clear site of trees, shrubs and other vegetation, except for those indicated to be left standing.

Completely remove stumps, roots, and other debris protruding through the ground surface.

Use only hand methods for grubbing inside drip line of trees indicated to be left standing.

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to a density equal to adjacent original ground.

Removal of Improvements: Remove existing above-grade and below-grade improvements necessary to permit construction, and other work as indicated.

#### DISPOSAL OF WASTE MATERIALS:

Burning on Owner's Property: Burning is not permitted on Owner's property unless Owner's approval is obtained and proper authorities are notified.

Removal from Owner's Property: Remove waste materials and unsuitable materials from Owner's property and dispose of off site in legal manner.

#### **END OF SECTION 311000**

## **SECTION 312000.01 - EARTHWORK**

### **PART 1 - GENERAL**

#### **RELATED DOCUMENTS:**

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

#### **DESCRIPTION OF WORK:**

Definition: "Excavation" consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.

#### **QUALITY ASSURANCE:**

Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

Testing and Inspection Service: Employ, at Contractor's expense, a testing laboratory subject to approval by the Engineer to perform soil testing and inspection service for quality control during earthwork operations.

#### **SUBMITTALS:**

Test Reports-Excavating: Submit following reports directly to Engineer from the testing services; with copy to Contractor:

Test reports on fill material. (Modified Proctor Tests)

Field density test reports. (Modified Proctor Tests)

Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.

#### **JOB CONDITIONS:**

Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner, and utility companies in keeping respective services and facilities in operation. Contractor shall bear all costs of repairing damaged utilities to the satisfaction of utility owner.

Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.

Provide minimum of 48-hour notice to engineer, and receive notice to proceed before interrupting any utility.

Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

Use of explosives: The use of explosives is not permitted.

Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

Operate warning lights as recommended by authorities having jurisdiction.

Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

Perform excavation within drip-line of large trees to remain by hand, and protect the root system from damage or dryout in the manner prescribed in sections under "Sitework".

## PART 2 - PRODUCTS

### SOILS MATERIALS:

Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.

Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter. The fill material should be sand containing little fines. Prior to placing the fill material, the existing material shall be stripped of all soils containing a significant percentage of organics and all loose soils which cannot be readily compacted. If existing materials do not meet these requirements, it may be necessary to backfill with select materials other than those on the job site.

## PART 3 - EXECUTION

### EXCAVATION:

Excavation is Unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.

Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom of elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Engineer.

Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classifications, unless otherwise directed by engineer.

Additional Excavation: When excavation has reached required subgrade elevations, notify Engineer who will make an inspection of conditions.

If unsuitable bearing materials are encountered at required subgrade elevations, notify Engineer who will make an inspection of conditions.

If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by the Engineer.

Removal of unsuitable material and its replacement as directed will be paid on basis of contract conditions relative to changes in work.

Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.

Maintain sides and slopes of excavations in safe condition until completion of backfilling.

Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.



Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.

Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area. The cost of all dewatering operations including well pointing shall be the responsibility of the Contractor.

Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. Do not use trench excavations as temporary drainage ditches.

Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.

Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.

Dispose of excess soil material and waste materials as herein specified.

Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10', and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of service, other construction, and for inspection.

In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.

Excavation for Trenches: Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide 6" to 9" clearance on both sides of pipe or conduit and a maximum of 30" total width.

Excavate trenches to depth indicated or required. Carry depth of trenches for piping to establish indicated flow lines and invert elevations. Beyond building perimeter, keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups.

Where rock is encountered, carry excavation 6" below required elevation and backfill with a 6" layer of crushed stone or gravel prior to installation of pipe.

For pipes or conduit 5" or less in nominal size and for flat-bottomed multiple-duct conduit units, do not excavate beyond indicated depths. Hand excavate bottom cuts to accurate elevations and support pipe or conduit on undisturbed soil.

For pipes or conduit 6" or larger in nominal size, tanks and other mechanical/electrical work indicated to receive subbase, excavate to subbase depth indicated, or, if not otherwise indicated, to 6" below bottom of work to be supported.

Except as otherwise indicated, excavate for waterbearing piping so top of piping is not less than 3'-0" below finished pavement grade, but no less than 2'-6" below finish grade.

Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.

Backfill trenches with concrete where trench excavations pass within 18" of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings. Place concrete to level of bottom of adjacent footing.

Use care in backfilling to avoid damage or displacement of pipe systems.

#### COMPACTION:

General: Control soil compaction during construction, providing minimum percentage of density specified for each area classification indicated below.

All compaction requirements for this section are specified on the construction plans.

Moisture Control: Where subgrade of layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during subsequent to compaction operations.

Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by dicing, harrowing or pulverizing, until moisture content is reduced to a satisfactory value.

#### BACKFILL AND FILL:

General: Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below:

In excavations, use satisfactory excavated or borrow material.

Under grassed areas, use satisfactory excavated or borrow material.

Under walks and pavements, use subbase material, or satisfactory excavated or borrow material, or combination of both.

Under piping and conduit, use subbase material where subbase is indicated under piping or conduit; shape to fit bottom 90 degrees of cylinder.

Backfill excavation as promptly as work permits, but not until completion of the following;

Acceptance of construction below finish grade.

Inspection, testing, approval, and recording locations of underground utilities.

Removal of concrete formwork.

Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.

Removal of trash and debris.

Permanent or temporary horizontal bracing is in place on horizontally supported walls.

Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break-up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.

Placement and Compaction: The lower portion of backfill, to a compacted level of one foot above the top of the pipe, shall be hand placed in layers of lifts not to exceed six inches of compacted depth and each layer compacted individually by means of hand tampers. Above that level, place lifts in layers not to exceed twelve inches of compacted depth and machine filling and tamping may be used.

Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each lift to required percentage of minimum soil density for each area classification as designated herein. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

Place backfill and fill materials evenly adjacent to structures, piping or conduit to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping or conduit to approximately same elevation in each lift.

#### GRADING:

General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding.

Finish surfaces free from irregular surface changes, and as follows:

Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10' above or below required subgrade elevations.

Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10' above or below required subgrade elevation.

Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2" above or below required subgrade elevations.

Grading Surface of Fill Under Building Slabs: Grade smooth and even, free from voids, compacted as specified, and to required elevation.

Provide final grades within a tolerance of 1/2" when tested with a 10' straightedge.

Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage for each area classification.

#### FIELD QUALITY CONTROL:

Quality Control Testing During Construction: Provide testing service by a qualified soil testing firm, subject to Engineer's approval, to inspect and approve subgrades and fill layers before further construction work is performed.

Paved Areas: Make at least one field density test of subgrade for every 2000 square feet of paved area but in no case less than 3 tests, nor less than 1 per driveway or crossing. In each compacted fill layer, make one field density test for every 2,000 square feet of paved area but in no case less than 3 tests, nor less than 1 per driveway or crossing.

Non-Paved Areas: Perform at least 1 field density test per 3,000 square feet of fill per every vertical foot of height, and perform at least 1 field density test per 1,000 feet of pipe installed per every 2 feet of vertical trench depth.

If in opinion of Engineer, based on testing service reports and inspection, subgrade or fills which have been placed below are specified density, provide additional compaction and testing at no additional expense.

**MAINTENANCE:**

Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

Grassed Areas: See Section 02210, "Grassing" for requirements of grassed areas.

**DISPOSAL OF EXCESS AND WASTE MATERIALS:**

Disposal of all spoil material resulting from construction shall be the responsibility of the Contractor.

**END OF SECTION 312000.01**

## **SECTION 312000.02 - TRENCHING, BACKFILLING AND COMPACTING**

### **PART 1 – GENERAL**

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

#### **1.1 DESCRIPTION OF WORK**

- A. The extent of trenching, backfilling and compacting is shown on the drawings.
- B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

### **PART 2 - PRODUCTS**

NOT USED

### **PART 3 - EXECUTION**

#### **3.1 CLEARING THE SITE**

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

#### **3.2 EXCAVATION**

- A. General: Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the Engineer. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the Engineer. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.
- B. Rock: Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.
- C. Unstable Subgrade:
  - 1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the Engineer shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the Engineer in writing.
    - a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.
    - b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.
    - c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the Owner.

2. The Engineer shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The Engineer reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.
2. Pipe trenches shall be excavated to a depth that will insure a minimum of 36-inches of cover for ductile iron and PVC pipe and 54-inches of cover for polyethylene pipe, except service laterals. Trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the Contractor's responsibility to provide, at no additional cost to the Owner, such additional bedding or select backfill materials as the Engineer may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.
3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the Contractor will not be allowed extra compensation for additional excavation involved.
4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the Engineer shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the Owner.

E. Structural: (For inlets, manholes, valve pits and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the Engineer may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment of timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the Contractor.
2. After excavation for a structure is completed, the Contractor shall notify the Engineer to that effect. No concrete or reinforcing steel shall be placed until the Engineer has approved the depth of the excavation and the character of the foundation material.

F. Sheeting and Shoring:

1. The Contractor shall provide all trench and structural bracing, sheeting or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed or cut off by the Contractor during backfilling operations as directed by the Engineer. Sheeting which is left in place by order of the Engineer will be paid for under the item, Lumber left in Place. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.3 DRAINAGE

- A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the Engineer in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The Contractor will not be allowed to discharge water into the Owner's storm drainage system without the written approval of the Engineer. Approval will be subject to the condition that the storm sewer be returned to its original condition.
- B. The Contractor is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The Contractor shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.4 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipeline is provided. Clean earth, sand, crushed limerock or other material approved by the Engineer shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.
2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the Engineer and the density requirements are met.
3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway

base for pavement replacement may be placed immediately. It will be the responsibility of the Contractor to restore the surface to the original grade wherever settlement occurs.

B. Wet Trenches (Contractor's Option):

1. Backfill for the pipe bed in wet trenches shall be crushed, graded limerock, compacted in the trench. After the pipe is laid, a graded limerock backfill shall be placed and worked in around the haunches to a point 6-inches above the pipe. The width of the limerock material around the pipe shall not be less than the outside diameter of the pipe plus 6-inches on each side of the pipe. Material shall be carefully distributed along the pipe so as to provide full and uniform support under and around the pipe. Six inches above the top of the pipe and up to the water level, material from the excavations with no rock or earth exceeding 4-inches in any one dimension shall then be lifted to the trench and released at the water level. Material shall be uniformly distributed for the full width of the trench. Backfill and compaction above the water level in the trench shall be as specified above. All costs for graded limerock placed in wet trenches shall be included in the cost of stage excavation and backfill for the various sizes of pipe.

C. Bedding and Backfill - Flexible Sewer Pipe:

1. For polyvinyl chloride pipe, the bedding and backfill materials shall be such as to limit the vertical ring deflection to 5% of the inside pipe diameter. A deflection greater than 5% of the inside diameter shall be cause for rejection of the pipe.
2. Class IV or Class V materials as defined in ASTM D2321-74 shall not be used for bedding, haunching or initial backfill for flexible pipes.
3. For polyvinyl chloride plastic pipe, bedding shall be in accordance with ASTM D2321-74, using Class I, II or III materials, except under wet conditions. In any area where the pipe will be installed below existing or future groundwater levels or where the trench could be subject to inundation, Class I material shall be placed to the springline of the pipe.
4. A minimum of effort is needed to compact the material. However, in the initial stage of placing this type of material, take care to ensure that sufficient material has been worked under the haunch of the pipe to provide adequate side support. Take precautions to prevent movement of the pipe during placing of the material under the pipe haunch. Except for the protection of the pipe from large particles of backfill material, little care need be taken and no compaction is necessary in placing backfill material in the balance of the initial backfill area above the pipe. Where unstable trench wall exist because of migratory materials, such as water-bearing silts or fine sand, take care to prevent the loss of side support through the migratory action.
5. All bedding requirements for flexible pipe specified in the preceding paragraphs shall be included in the price bid for the applicable pipe material and no additional compensation for bedding material will be allowed.

D. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage.



Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

### 3.5 RESTORATION OF SURFACE IMPROVEMENTS

- A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavation, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of seeding and mulching or stabilizing with limerock as selected by the Engineer. The cost of doing this work shall be included in the cost of the various applicable items. Photographs as specified in Section 01380 - General Quality Control will be used as an aid in determining conditions prior to construction.
- B. Materials for unpaved roadways, road shoulders, alleys, or driveways, shall be compacted as described in the plans. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

### 3.6 FINE GRADING

- A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

### 3.7 DISPOSAL OF MATERIALS

- A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the Contractor in those areas designated by the Owner and as shown on the drawings. The Contractor shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the Owner.

### 3.8 PAVEMENT REPLACEMENT

- A. Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible. Materials to replace State Highway paving shall conform to the specifications required by the Florida Department of Transportation Specifications for Type S-I asphaltic concrete surface course, or as specifically shown in the plans.
- B. Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be 6-inches of compacted thickness, and that for asphalt pavement shall be 8-inches of compacted thickness. The base course for each shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results. One test will be made for each block of continuous trench cut.
- C. Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement shall be replaced with like material or concrete as directed by the Engineer. Where asphalt or built-up asphalt pavement is replaced by concrete, the concrete shall have a minimum of 6-inches in thickness and be reinforced with 6 by 6 no. 6 gage welded wire fabric. Concrete for paving shall be 3,000 psi design

strength. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

- D. Unless the base is sealed or other temporary paving applied over areas to be repaved, pavement shall be replaced not later than 3-weeks after completion of backfill.

### 3.9 TESTS

- A. The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Contractor and at such locations as may be recommended by the Engineer. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

### 3.10 SIDEWALK, CURB AND GUTTER REMOVAL AND REPLACEMENT

- A. Sidewalk, curb and gutter removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing sidewalk and curb and gutter, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer. Brick, concrete or built-up asphalt sidewalk replacement and curb and gutter replacement shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal. Materials and methods of replacing State Highway sidewalks or curbs shall conform to the Department of Transportation specifications.

**END OF SECTION 312000.02**

## **SECTION 321216.01 - PAVING QUALITY CONTROL SYSTEM**

### **PART 1 - GENERAL**

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

#### **1.01 GENERAL REQUIREMENTS**

- A. The CONTRACTOR shall furnish and maintain a quality control system that will provide reasonable assurance that all materials and products submitted to the ENGINEER for acceptance conform to the contract requirements whether manufactured or processed by the CONTRACTOR or procured from suppliers or subcontractors.
- B. The CONTRACTOR shall perform or have performed the inspection and tests required to substantiate product conformance to contract requirements and shall also perform or have performed all inspections and tests otherwise required by the contract.
- C. The CONTRACTOR shall have a Quality Control Technician, who has been certified by FDOT as a Certified Asphalt Plant Technician; available at the asphalt plant at all times the CONTRACTOR is producing asphalt mix for the contract.
- D. The CONTRACTOR's quality control procedures, inspection, and tests shall be documented and that information is available for review by the ENGINEER throughout the life of the contract.
- E. The CONTRACTOR's person in responsible charge of the paving operations shall also be certified by the FDOT as an Asphalt Paving Technician and shall possess a valid certificate of qualification, and be present during all paving operations.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION**

#### **3.01 ENGINEER'S INSPECTION:**

- A. The ENGINEER reserves the right to inspect materials not manufactured within the CONTRACTOR's facility.
- B. The ENGINEER inspection shall not constitute acceptance nor shall it in any way replace the CONTRACTOR's inspection or otherwise relieve the CONTRACTOR of his responsibility to furnish an acceptable material or product.
- C. When inspection of the subcontractor's or supplier's product is performed by the ENGINEER, such inspection shall not be used by the CONTRACTOR as evidence of effective inspection of such subcontractor's or supplier's product.

**END OF SECTION 321216.01**

## **SECTION 321216.02 - PAVING CONSTRUCTION DETAILS AND MATERIALS**

### **PART 1 – GENERAL**

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

Unless otherwise stated in the project plans or specifications, the Contractor will be required to follow all general requirements and covenants, construction methods and materials, to meet the specifications set forth in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and any new or amended sections in effect prior to the date of bid opening. Testing procedures shall be as specified in Section 02520 of these specifications. Results of testing shall be as set forth by the Florida Department of Transportation for road construction.

There will be no asphalt or fuel escalators allowed under this contract.

**END OF SECTION 321216.02**

## **SECTION 321216.03 - GENERAL CONSTRUCTION REQUIREMENTS FOR ASPHALT PAVEMENT**

### **PART 1 - GENERAL**

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

#### **1.01 DESCRIPTION:**

- A. This Section specifies the general construction requirements for all plant-mixed hot bituminous pavements.

#### **1.02 LIMITATIONS OF OPERATIONS:**

- A. Weather Limitations:
  - 1. Plant Operations shall not begin unless all weather conditions are suitable for the laying operations.

#### **1.03 LIMITATIONS OF LAYING OPERATIONS:**

- A. General:
  - 1. The mixture shall be spread only when the surface, upon which it is to be laid has been previously prepared, is intact, firm and properly cured, and is dry.
  - 2. Unless otherwise approved by the Engineer, no mixture shall be spread that cannot be finished and compacted during daylight hours.
- B. Temperature:
  - 1. The mixture shall be spread only when the air temperature (the temperature in the shade away from artificial heat) is 40E F and above for layers greater than one inch (100 pounds per square yard) in thickness and 45E F and above for layers one inch (100 pounds per square yard) or less in thickness.
  - 2. No mixture shall be placed when there is evidence that the base is frozen.
- C. Wind:
  - 1. The mixture shall not be spread when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc. are being deposited on the surface being paved, to the extent that the bond between layers will be diminished.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION**

#### **3.01 PREPARATION OF ASPHALT CEMENT:**

- A. The asphalt cement shall be delivered to the asphalt plant at a temperature not to exceed 350EF and shall be maintained within a range of 230EF to 350EF in advance of mixing operations.
- B. Heating within these limits shall be constant and wide fluctuations of temperature during a day's production will not be permitted.

C. PREPARATION OF AGGREGATES:

D. Stockpiles:

1. Each aggregate component shall be placed in an individual stockpile, which shall be separated from the adjacent stockpiles, either by space or by system of bulkheads.
2. The intermingling of different materials in stockpiles shall be prevented at all times. Each stockpile, including RAP, shall be identified as shown on the Mix Designs.

3.02 PREVENTION OF SEGREGATION:

- A. In the event that the method used for stockpiling coarse aggregate results in segregation of the aggregate, the Engineer will require that the stockpiles be built up in layers not higher than four feet, with each layer completely in place before the next is started.
- B. Stockpiles shall not be formed by depositing material in one place or by coning.

3.03 BLENDING OF AGGREGATES:

- A. Blending or proportioning from railroad cars will not be permitted.
- B. All aggregates shall be stockpiled prior to blending or placing in the cold hoppers.
- C. All aggregates to be blended or proportioned shall be placed in separate bins at the cold hopper and proportioned by means of securely positioned calibrated gates or other approved devices.

3.04 COLD BINS:

A. Adequacy of Bins:

1. The separate bin compartments of the cold aggregate feeder shall be so constructed as to prevent any spilling or leakage of aggregate from one bin to another.
2. Each bin compartment shall be of such capacity and design as to permit a uniform flow of aggregates.
3. All bin compartments shall be mounted over a feeder of uniform speed, which shall deliver the specified proportions of the separate aggregates to the drier at all times.
4. If necessary, the bins shall be equipped with vibrators to insure a uniform flow of the aggregates at all times.

3.05 GATES:

- A. Each bin compartment shall be provided with a gate that is adjustable in a vertical direction.
- B. The gate shall be so designed that it can be held securely at any specified vertical opening.
- C. The gates shall be equipped with a measuring device for measuring the vertical opening of the gates from a horizontal plane level with the bottom of the feeder.

3.06 MINERAL FILLER:

- A. If mineral filler is required in the mix, it shall be fed or weighed-in separately from the other aggregates.

3.07 HEATING AND DRYING:

- A. The aggregates shall be heated and dried before screening.
- B. The temperature of the aggregates shall be heated and dried before screening.
- C. The temperature of the aggregates shall be controlled that the temperature of the completed mixture at the plant will fall within the permissible range allowed by these specifications.

3.08 SCREENING UNIT:

A. OVERSIZE AGGREGATE:

- 1. Any oversized pieces of aggregate shall be removed by the use of a scalping screen.
- 2. This oversized material shall not be returned to the stockpile for reuse unless it has been crushed and reprocessed into sizes that will pass the scalping screen.

B. SCREENING:

- 1. Unless otherwise permitted by the Engineer, the quantity of aggregates being discharged onto the screens shall not be in excess of the capacity of the screens to actually separate the aggregates into the required sizes.
- 2. A minimum of ten percent plus-ten material will be permitted in the minus-ten bin.
- 3. The maximum amount of minus-ten material allowed in the plus-ten bins will be determined by the Engineer, in accordance with its effect on the uniformity of the mix.

C. MIXING DIFFERENT MATERIALS:

- 1. Unless written permission is obtained, coarse aggregates of different types shall not be mixed; nor shall coarse aggregates of different types be used alternately in sections less than one mile in length.

3.10 PREPARATION OF THE MIXTURE

A. BATCH MIXING:

- 1. Aggregates:
  - a) The dried aggregates and mineral filler (if required), prepared in the manner previously described, and combined in batches to meet the job mix formula by weighing each separate bin size, shall be conveyed to the empty mixer.

2. Bitumen:

- a) The hot asphalt cement, accurately measured, shall be introduced into the mixer simultaneously with, or after, the hot aggregates.
- b) Mixing shall continue until the mixture is thoroughly uniform, with all particles fully coated.

3. Mixing time:

- a) The mixing time shall begin when the measuring devices for both the asphalt and the aggregates indicate that all the material is in the mixer, and shall continue until the material begins to leave the mixing unit.
- b) The mixing time will vary in relation to the nature of the aggregates and the capacity of the mixer shall be as designated by the Engineer but in no case shall it be less than 35 seconds.

B. CONTINUOUS MIXING:

- 1. The dried aggregates and mineral filler (if required), prepared as specified and proportioned to meet the job mix formula by volumetric measurements, shall be introduced into the mixer in synchronization with the accurate feeding of the hot asphalt cement.
- 2. The rate of flow of material to the pug mill shall be such that the maintained depth of the mix will not exceed the tips of the paddles when in the upright position.
- 3. Mixing shall be sufficient to produce a thoroughly and uniformly coated mixture.

C. MIXING TEMPERATURE:

- 1. The ingredients of the mix shall be heated and combined in such a manner as to produce a mixture, which shall be at a temperature, when discharged from the pug mill or surge bin, within the range of 230°F to 310°F and within the tolerance shown in Table 1.

Table 1	
<b><u>Temperature Tolerance From Job Mix Formula</u></b>	
Any Single Measurement .....	25°F
Average of Any Five Consecutive Measurements .....	15°F

- 2. Any load or portion of a load of asphalt mix at the plant or on the road with mix temperature exceeding 335°F shall be rejected for use on the project.
- 3. Temperature of the completed mixture shall be determined by a quick-reading thermometer through a hole in the side of the loaded truck immediately after loading. The hole shall be located within the middle third of the length of the body, and at a distance of from six to ten inches above the surface supporting the mixture. If a truck body already has a hole located in the general vicinity of the above-specified location, this will be acceptable. At the Engineer's discretion, the temperature of the load may be taken over the top of the truck in lieu of using the hole in the side of the truck.
- 4. The mix temperature will be taken at the plant on the first five loads each day and on an average of once every five loads thereafter. If the temperature fails to fall within



the specified tolerance range, the Contractor will be required to take corrective action.

3.11 MAXIMUM PERIOD OF STORAGE:

- A. The maximum time that any mix may be kept in a hot storage or surge bin is 72 hours.

3.12 CONTRACTOR'S RESPONSIBILITY FOR MIXTURE REQUIREMENTS:

- A. The responsibility for producing a homogeneous mixture, free from moisture and with no segregated materials, and meeting all requirements of the specifications for the mixture, including compliance with the design limits, shall lie entirely with the Contractor.
- B. These requirements shall apply also to all mixes produced by the drum mixer process and all mixes processed through a hot storage or surge bin, both before and after storage.

3.13 TRANSPORTATION OF THE MIXTURE

- A. The mixture shall be transported in tight vehicles previously cleaned of all foreign material.
- B. The inside surface of the truck bodies after cleaning shall be thinly coated with soapy water or an approved emulsion containing not over five percent oil.
- C. The coating shall be applied prior to the first loading each day and repeated as necessary throughout the day's operations.
- D. After the truck bodies are coated before any mixture is placed therein, they shall be raised to drain out all excess liquids.
- E. Each load shall be covered during cool and cloudy weather and at any time there is a probability of rain.

3.14 PREPARATION OF APPLICATION SURFACES

A. CLEANING:

- 1. Prior to the laying of the mixture, the surface of the base or pavement to be covered shall be cleaned of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

B. PATCHING AND LEVELING COURSES:

- 1. Where a surface course is constructed on an existing pavement of old base which is irregular, and wherever so indicated in the plans, the existing surface shall be brought to proper grade and cross section by the application of patching or leveling courses.

C. APPLICATION OVER SURFACE TREATMENT:

- 1. Where a surface course is to be placed over a newly constructed surface treatment, all loose material shall be swept from the paving area and disposed of by the contractor.

D. COATING SURFACES OF CONTACTING STRUCTURES:

- 1. All structures which will be in actual contact with the asphalt mixture, with the exception of the vertical faces of existing pavements and curbs or curb and gutter,

shall be painted with a uniform coating of asphalt cement to provide a closely bonded, watertight joint.

### 3.15 TACK COAT

#### A. TACK COAT REQUIRED:

1. A tack coat will be required on existing pavements that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

#### B. TACK COAT AT ENGINEER'S OPTION:

1. A tack coat will be required on the following surfaces only when so directed by the Engineer:
  2. Freshly primed bases
  3. Surface Treatment

### 3.16 PLACING MIXTURE

#### A. Requirements Applicable To All Types:

1. Alignment of Edges:
  - a) All asphaltic concrete mixtures other than adjacent to curb and gutter or other true edges, shall be laid by the string line method, to assure the obtaining of an accurate, uniform alignment of the pavement edge.
2. Temperature of Spreading:
  - a) The temperature of the mix at the time of spreading shall be within "25E F of the established mix temperature selected by the Contractor.
  - b) The minimum frequency for taking mix temperatures on the road will be an average of one per five trucks. If the temperature fails to fall within the specified tolerance range, corrective action by the contractor will be required.
3. Rain and Surface Conditions:
  - a) Transportation of asphalt mixtures shall immediately cease from the plant when rain begins at the roadway.
  - b) Asphalt mixtures shall not be placed while rain is falling, or when there is water on the surface to be covered.
  - c) As an exception, mixture caught in transit may be placed at the Contractor's risk if the only option is to waste this mixture, and provided the surface has been tacked (as required) prior to the rain and the surface broomed in front of the spreading operation.
  - d) Such mixture will be evaluated separately and if it should prove unsatisfactory in any way, in the opinion of the Engineer, it shall be removed and replaced with satisfactory mixture at the Contractor's expense.
4. Speed of Spreading:

- a) The forward speed of the asphalt spreader shall be as established by the Engineer.
- 5. Number of Crews Required:
  - a) For each paving machine being operated, the Contractor will be required to use a separate crew; each crew operating as a full unit.
- 6. Checking Depth of Layer:
  - a) The depth of each layer shall be checked at frequent intervals, not to exceed 25 feet.
  - b) Any deviation from the required thickness, in excess of the allowable tolerance, shall be immediately corrected.
- 7. Hand Spreading:
  - a) In limited areas where the use of the spreader is impossible or impracticable, the mixture may be spread and finished by hand.
- 8. Straight-edging and Back-patching:
  - a) Straight-edging and back-patching shall be done after initial compaction has been obtained and while the material is still hot.

3.17 REQUIREMENTS APPLICABLE TO COURSES OTHER THAN LEVELING:

A. Spreading and Finishing:

- 1. Upon arrival, the mixture shall be dumped in the approved mechanical spreader and immediately spread and struck-off to the full width required and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, will be secured.
- 2. An excess amount of mixture shall be carried ahead of the screed at all times.
- 3. Hand raking shall be done behind the machine as required.

B. Thickness of Layers:

- 1. Unless otherwise noted in the plans each course shall be constructed in layers of the thickness shown on FDOT Standard Index No. 513.
- 2. Type S-III Asphaltic Concrete shall be constructed in layers of thickness of not less than: inch nor greater than 13 inches.

C. Laying Width:

- 1. If necessary due to the traffic requirements, the mixture shall be laid in strips in such a manner as to provide for the passage of traffic.
- 2. Where the road is closed to traffic, the mixture may be laid to the full width, by machines traveling in echelon.

D. Correcting Defects:

1. Before any rolling is started the surface shall be checked, any irregularities adjusted, and all drippings, fat sandy accumulations from the screed, and fat spots from any source shall be removed and replaced with satisfactory material.
2. No skin patching shall be done.
3. When a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture.

3.18 REQUIREMENTS APPLICABLE ONLY TO LEVELING COURSES:

A. Patching Depressions:

1. Before any leveling course is spread, all depressions in the existing surface more than one inch deep shall be filled by spot patching with leveling course mixture and then thoroughly compacted.

B. Spreading Leveling Courses:

1. All courses of leveling shall be placed by the use of two motor graders - one of which is equipped with a spreader box - unless otherwise shown in the plans.
2. Other types of leveling devices may be used after the Engineer has approved them.

C. Rate of Application:

1. When the total asphalt mix provided for leveling exceeds 50 pounds per square yard, the mix shall be placed in two or more layers, with the average spread of any layer not to exceed 50 pounds per square yard.
2. When Type S-III Asphaltic Concrete is used for leveling, the average spread of a layer shall not be less than 50 pounds per square yard nor more than 75 pounds per square yard.
3. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the rate of application may vary throughout the project as directed by the Engineer.
4. When leveling in connection with base widening, the Engineer may require that all the leveling mix be placed prior to the widening operation.

D. Placing Leveling Course Over Existing Pavement:

1. When a leveling course is specified to be placed over cracked concrete pavement (including existing concrete pavement covered with an asphaltic surface), the first layer of leveling shall be placed as soon as possible but no later than 48 hours after cracking the concrete.
2. The remainder of the leveling course shall be placed in the normal sequence of operations.

E. Removal of Excess Joint Material:

1. Where a leveling course is to be placed over existing concrete pavement or bridge decks, the excess joint filler in the cracks and joints shall be trimmed flush with the surface prior to placing the first layer of the leveling course.

3.19 COMPACTING MIXTURE:

A. Provisions Applicable To All Types:

1. Equipment and Sequence:

- a) For each paving or leveling train in operation, the Contractor shall furnish a separate set of rollers, with their operators.
- b) The following equipment, sequence and coverage are suggested for use based on past successful performance; however, when density is required, the Contractor may select his own equipment, sequence and coverage of rolling to meet the minimum density requirement specified. Regardless of the rolling procedure used, the final rolling must be completed before the internal pavement temperature has dropped below 175E F.
- c) Seal rolling, using tandem steel rollers (either vibratory or static) weighing 5 to 12 tons, following as close behind the spreader as is possible without pickup, undue displacement or blistering of the material. Vibratory rollers shall be used in the static mode for layers of one inch or less in thickness.
- d) Rolling with self-propelled pneumatic-tired rollers, following up as close behind the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least five passes.
- e) Final rolling with the 8 to 12-ton tandem steel roller, to be done after the seal rolling and pneumatic-tired rolling have been completed, but before the internal pavement temperature has dropped below 175E F.
- f) Once the Contractor has selected the equipment and established the rolling procedures to achieve required density, then the Contractor must continue to use the same equipment and rolling procedure for the entire project. The Engineer must be notified prior to changing the rolling process.
- g) Compaction at Crossovers, Intersections, etc: when a separate paving machine is being used to pave the crossovers, one 8- to 10-ton tandem steel roller may do the compaction of the crossovers. If crossovers and intersections are placed with the main run of paving, a traffic roller shall also be used in the compaction of these areas.

2. Rolling Procedures:

- a) The initial rolling shall be longitudinal. Where the lane being placed is adjacent to a previously placed lane, the center joint shall be pinched or rolled, prior to the rolling of the rest of the lane.
- b) Rolling shall proceed across the mat, overlapping the adjacent pass by at least six inches. The motion of the roller shall be slow enough to avoid displacement of the mixture, and any displacement shall be corrected at once by the use of rakes, and the addition of fresh mixture is required. Final rolling shall be continued until all roller marks are eliminated.

3. Speed of Rolling:

- a) Rolling with the self-propelled, pneumatic-tired rollers shall proceed at a speed of 6 to 10 miles per hour, and the area covered by each roller shall not be more than 3,000 square yards per hour.

4. Number of Pneumatic-tired Rollers Required:

- a) A sufficient number of self-propelled pneumatic-tired rollers shall be used to assure that the rolling of the surface for the required number of passes will not delay any other phase of the laying operation nor result in excessive cooling of the mixture before the rolling is complete.
  - b) In the event that the rolling falls behind, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.
5. Compaction of Areas Inaccessible to Roller:
- a) Areas which are inaccessible to a roller (such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.) shall be compacted by the use of hand tamps or other satisfactory means.
6. Correcting Defects:
- a) The rollers shall not be allowed to deposit gasoline, oil or grease onto the pavement, and any areas damaged by such deposits shall be removed and replaced as directed by the Engineer.
  - b) While rolling is in progress, the surface shall be tested continuously and all discrepancies corrected to comply with the surface requirements.
  - c) All drippings, fat or lean areas and defective construction of any description shall be removed and replaced.
  - d) Depressions that develop before the completion of the rolling shall be remedied by loosening the mixture and adding new mixture to bring the depressions to a true surface.
  - e) Should any depression remain after the final compaction has been obtained, the full depth of the mixture shall be removed and replaced with sufficient new mixture to form a true and even surface.
  - f) All high spots, high joints and honeycomb shall be corrected as directed by the Engineer.
  - g) Any mixture remaining unbonded after rolling shall be removed and replaced.
  - h) Any mixture that becomes loose or broken, mixed or coated with dirt or in any way defective, prior to laying the wearing course shall be removed and replaced with fresh mixture that shall be immediately compacted to conform with the surrounding area.

3.20 JOINTS:

A. Transverse Joints:

1. Placing of the mixture shall be as continuous as possible and the roller shall not pass over the unprotected end of the freshly laid mixture except when the laying operation is to be discontinued long enough to permit the mixture to become chilled.
2. When the laying operation is thus interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of the mat.

B. Longitudinal Joints:

1. For all layers of pavement except the leveling course, placing of each layer shall be accomplished to cause longitudinal construction joints to be offset 6 to 12 inches laterally between successive layers.
2. The Engineer may waive this requirement where offsetting is not feasible due to the sequence of construction.

3.21 SURFACE REQUIREMENTS:

A. Contractor Responsibility:

1. The Contractor shall be responsible for obtaining a smooth surface on all pavement courses placed and therefore should straightedge all intermediate and final courses with a 15-foot rolling straightedge.
2. A 15-foot manual straightedge shall be furnished by the Contractor and shall be available at the job site at all times during the paving operation for checking joints and surface irregularities.

B. Texture of the Finished Surface of Paving Layers:

1. The finished surface shall be of uniform texture and compaction.
2. The surface shall have no pulled, torn, or loosened portions and shall be free of segregation, sand streaks, sand spots, or ripples.
3. Any area of the surface that does not meet the foregoing requirements shall be corrected.
4. Unless written permission is obtained, asphalt concrete mixtures containing aggregates which will cause a different color appearance shall not be used in the final wearing surface in sections less than one mile in length.

**END OF SECTION 321216.03**

## **SECTION 321216.04 - STABILIZING**

### **DESCRIPTION:**

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

The work specified in this Section consists of the stabilizing of designated portions of the roadbed to provide a firm and unyielding subgrade, having the required bearing value specified in the plans. When so called for in the plans this work shall also include the additional strengthening of the subbase, by additional stabilizing of the upper portion of the previously stabilized subgrade, within the limits called for. The work shall be constructed in accordance with these specifications and the lines, grades, thicknesses, and notes shown in the plans.

### **STABILIZED SUBGRADE:**

For stabilized subgrade the type of materials, Commercial or Local, is at the Contractor's option. The stabilizing is designated as Type B, compliance with the bearing value requirements will be determined by the Limerock Bearing Ratio Method.

It is the Contractor's responsibility that the finished roadbed section meets the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, full payment will be made for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing materials from other sources, within the limits of the stabilizing.

After the roadbed grading operations have been substantially completed, the Contractor shall make his own determination as to the quantity (if any) of stabilizing material, of the type selected by him, necessary for compliance with the bearing value requirements. The Contractor shall notify the Engineer of the approximate quantity to be added, and the spreading and mixing-in of such quantity of materials shall meet the approval of the Engineer as to uniformity and effectiveness.

### **MATERIALS:**

1. **Commercial and Local Materials:** The particular type of stabilizing material to be used shall meet the requirements of Section 914 of FDOT Standard Specifications for Road and Bridge Construction.
2. **Use of Materials from Existing Base:** When the utilization of materials from an existing base is called for, (as all, or a portion, of the stabilizing additives) the Engineer will direct the locations, placing and distribution of such materials, and this work shall be done prior to the spreading of any additional commercial or local materials. Removal of any section of existing base will not be required until the need for it in maintaining traffic is fulfilled. No materials from an existing base will be eligible for payment as Commercial Materials.

The utilization of materials from an existing base may be called for in combination with either of the designated types of stabilizing.

### **CONSTRUCTION METHOD:**

1. **General:** Prior to the beginning of stabilizing operations, the area to be stabilized shall have been constructed to an elevation such that upon completion of stabilizing operations the completed stabilized subgrade will conform to the lines, grades and cross section shown in the plans. Prior to the spreading of any additive stabilizing material, the surface of the roadbed shall be brought to a plane approximately parallel to the plane of the proposed finished surface.

The subgrade to be stabilized may be processed in one course, unless the equipment and methods being used do not provide the required uniformity, particle size limitation, compaction and other desired results, in which case, the Engineer will direct that the processing be done in more than one course.



2. Application of Stabilizing Material: When additive stabilizing materials are required, the designated quantity shall be spread uniformly over the area to be stabilized.

When materials from an existing base are to be utilized in the stabilizing at a particular location, all of such materials shall be placed and spread prior to the addition of other stabilizing additives.

Commercial stabilizing material shall be spread by the use of mechanical material spreaders except that where use of such equipment is not practicable other means of spreading may be used, but only upon written approval of the proposed alternate method.

3. Mixing: The mixing shall be done with rotary tillers, or other equipment meeting the approval of the Engineer. At the Contractor's election, the mixing of the materials may be accomplished in a plant of an approved type suitable for this work. The area to be stabilized shall be thoroughly mixed throughout the entire depth and width of the stabilizing limits.

The mixing operations, as specified, (either in place or in a plant) will be required regardless of whether the existing soil, or any select soils placed within the limits of the stabilized sections, have the required bearing value without the addition of stabilizing materials.

As an exception to the above mixing requirements, where the subgrade is of rock, the Engineer may direct that the mixing operations (and the work of stabilizing) be waived and no payment for stabilization will be made for such sections of the roadway.

4. Maximum Particle Size of Mixed Materials: At the completion of mixing, all particles of material within the limits of the area to be stabilized shall pass a 3 ½ inch ring. Any particles not meeting this requirement shall be removed from the stabilized area or shall be broken down so as to meet this requirement.

5. Compaction: Except where a stabilized subbase is also to be constructed after the mixing operations have been completed and requirements for bearing value, uniformity and particle size have been satisfied, the stabilized area shall be compacted, in accordance with Density Requirements of this section. The materials shall be compacted at a moisture content permitting the specified compaction. If the moisture content of the material is improper for attaining the specified density, either water shall be added or the material shall be permitted to dry until the proper moisture content for the specified compaction is reached.

6. Finish Grading: The completed stabilized subgrade shall be shaped to conform with the finished lines, grades and cross section indicated in the plans. The subgrade shall be checked by the use of elevation stakes, or other means approved by the Engineer.

7. Requirements for Condition of Completed Subgrade: After the stabilizing and compacting operations have been completed the subgrade shall be firm and substantially unyielding, to the extent that it will support construction equipment and will have the bearing value required by the plans.

All soft and yielding material, and any other portions of the subgrade which will not compact readily, shall be removed and replaced with suitable material and the whole subgrade brought to line and grade, with proper allowance for subsequent compaction.

8. Maintenance of Completed Subgrade: After the subgrade has been completed as specified above, the Contractor shall maintain it free from ruts, depressions and any damage resulting from the hauling or handling of materials, equipment, tools, etc. It shall be the Contractor's responsibility to maintain the required density until the subsequent base or pavement is in place. Such responsibility shall include any repairs, replacement, etc., of curb and gutter, sidewalk, etc., which might become necessary in order to recompact the subgrade in the event of underwash or other damage occurring to the previously compacted subgrade. Any such work required for recompaction shall be at the Contractor's expense. Ditches and drains shall be constructed and maintained along the completed subgrade section.

**BEARING VALUE REQUIREMENTS:**

1. **General:** Bearing value samples will be obtained and tested at completion of satisfactory mixing of the stabilized area. For any area where the bearing value obtained is deficient from the value indicated in the plans, in excess of the tolerances established herein, additional stabilizing material shall be spread and mixed. This reprocessing shall be done for the full width of the roadway being stabilized and longitudinally for a distance of 50 feet beyond the limits of the area in which the bearing value is deficient.

The Contractor shall make his own determination of the quantity of additional stabilizing material to be used in reprocessing.

2. **Tolerances in Bearing Value Requirements:** The following undertolerances from the specified bearing value, will be allowed as based on tests performed on samples obtained after mixing operations have been completed:

<i>Specified Bearing Value</i>	<i>Undertolerance</i>
LBR 40 .....	5.0
LBR 35 .....	4.0
LBR 30 (and under) .....	2.5
All Florida Bearing Values .....	5.0

**DENSITY REQUIREMENTS:**

1. **General:** Within the entire limits of the width and depth of the areas to be stabilized, the minimum density acceptable at any location will be 98 percent of the maximum density as determined by AASHTO T 180.

**END OF SECTION 321216.04**

## **SECTION 321216.05 - ASPHALT TESTING**

Test results for testing asphalt densities, thickness and mix design shall be as specified by the Florida Department of Transportation Handbook for Road and Bridge Construction (latest edition).

### **PART 1 – GENERAL**

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

#### **1.01 TESTING AND ACCEPTANCE:**

- A. All roads over 1,000 feet will require coring for in-place density and asphalt thickness.
- B. The cores will be cut at 1,000-foot intervals.
- C. All expenses for these tests are to be paid by the CONTRACTOR.
- D. All test results are to be turned in to ENGINEER before final 25% payment for road will be made.
- E. Payment will be based on the following table, with target density being 96% of mix design lab density.

<b>PAYMENT SCHEDULE FOR DENSITY CORES (Based on Average Density for Each Road)</b>	
<b>PERCENT OF TARGET DENSITY</b>	<b>PERCENT OF PAY</b>
98.0 and above	100
97.0 to less than 98.0	95
96.0 to less than 97.0	90
Less than 96.0*	75

- F. If ENGINEER deems asphalt is acceptable to remain in place, otherwise ENGINEER may require removal and replacement of asphalt.

#### **1.02 THICKNESS:**

- A. Allowable Deficiencies:
  - 1. The thickness shall be determined from the length of the core borings.
  - 2. The maximum allowable deficiency from the specified thickness shall be ¼ inch.

B. Pavement Exceeding Allowable Deficiency in Thickness:

1. When Deficiency is Seriously in Excess:

- a. Where the deficiency in thickness is in excess of    inch, for pavement of less than 2½ inches in specified thickness the CONTRACTOR shall correct the deficiency either by replacing the full thickness for a length extending at least 50 feet from each end of the deficient area, or (when permitted by the ENGINEER) by overlaying as directed by the ENGINEER.
- b. The CONTRACTOR will receive no compensation for any pavement removed, or for the work of removing such pavement.

2. When Deficiency is Not Seriously in Excess:

- a. When the deficiency in the thickness of the pavement is over ¼ inch but not more than    inch, for pavement of specified thickness less than 2½ inches the CONTRACTOR will be allowed to leave such pavement in place, but without compensation.
- b. The areas of such pavement for which no square yard payment will be made shall be the product of the total distance between acceptable cores, multiplied by the width of the lane which was laid at the particular pass in which deficient thickness was indicated.
- c. All costs of the overlaying and compacting shall be borne by the CONTRACTOR.

3. Correcting Deficiency by Adding New Surface Material:

- a. For any case of excess deficiency of the pavement, the CONTRACTOR will be permitted, if approved by the ENGINEER for each particular location, to correct the deficient thickness by adding new surface material and compacting to the same density as the adjacent surface.
- b. The area to be corrected and the thickness of new material added shall be as specified by ENGINEER.
- c. All costs of the overlaying and compacting shall be borne by the CONTRACTOR.

1.03 MIX DESIGN:

- A. An FDOT approved mix design will be provided to the ENGINEER or representative prior to beginning construction, and will not change without written consent of the ENGINEER prior to any change.

1.04 TRUCK TICKETS:

- A. The CONTRACTOR will provide truck tickets to the ENGINEER or representative on a regular basis or as requested by the ENGINEER.

1.05 DAILY ASPHALT PLANT TESTING:

- A. A minimum of one extraction, gradation to be done daily, as well as test performed for stability and flow to be done on each day's production of 100 tons or more. The results of these tests are to be provided to the engineer on a weekly basis.

**STRICT COMPLIANCE OF THIS SECTION WILL BE ADHERED TO**

**END OF SECTION 321216.05**

## **SECTION 321216.05 - LIMEROCK BASE COURSE**

### **PART 1 - GENERAL**

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

#### **1.01 RELATED DOCUMENTS:**

- A. Drawings and general provisions of contract apply to the work of this section.

#### **1.02 DESCRIPTION OF WORK:**

- A. This item shall consist of a base course composed of limerock constructed on a subgrade prepared in accordance with the specifications and in conformity with the line, grades and typical cross-section as shown on the drawings.
- B. The construction methods shall conform to the requirements of Section 200 of the Department of Transportation (DOT) Standards Specifications.

### **PART 2 - PRODUCTS**

#### **2.01 MATERIALS:**

- A. All material shall be secured from sources approved by the ENGINEER, and shall be furnished by the CONTRACTOR.
- B. Limerock material shall conform to Section 911 of the Standard Specifications.

#### **2.02 EQUIPMENT:**

- A. The rock shall be spread by mechanical rock spreaders, equipped with a device which strikes off the rock uniformly to laying thickness, and capable of producing an even distribution of the rock.
- B. For crossovers, intersections and ramp areas; for roadway widths of 20 feet or less; for the main roadway area when forms are used and for any other areas where the use of a mechanical spreader is not practicable; spreading may be done by bulldozers or blade graders.

### **PART 3 - EXECUTION**

#### **3.01 TRANSPORTING LIMEROCK:**

- A. The limerock shall be transported to the point where it is to be used, over rock previously placed if practicable, and dumped on the end of the preceding spread.
- B. Hauling over the subgrade and dumping on the subgrade will be permitted when, in the ENGINEER's opinion, these operations will not be detrimental to the base.

#### **3.02 SPREADING LIMEROCK:**

- A. Method of Spreading:
  - 1. The limerock shall be spread uniformly.
  - 2. All segregated areas of fine or coarse rock shall be removed and replaced with properly graded rock.

B. Number of Courses:

1. When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses.
2. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subgrade.

3.03 COMPACTING AND FINISHING BASE:

A. General:

1. Single-Course Base:

- a) For single-course base, after the spreading is completed the entire surface shall be scarified and then shaped so as to produce the required grade and cross section after compaction.

2. Double-Course Base:

- a) For double-course base, the first course shall be cleaned of foreign material and bladed and brought to a surface cross section approximately parallel to that of the finished base.
- b) Prior to the spreading of any material for the upper course, the density tests for the lower course shall be made and shall be determined, by the engineer, that the required compaction has been obtained.
- c) After the spreading of the material for the second course is completed, its surface shall be finished and shaped so as to produce the required grade and cross section after compaction, and be free of scabs and laminations.

3. Moisture Content:

- a) When the material does not have the proper moisture content to insure the required density, wetting or drying will be required.
- b) When water is added, it shall be uniformly mixed-in by diskings to the full depth of the course which is being compacted.
- c) Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course that is being compacted.

4. Density Requirements:

- a) As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T-180.
- b) The minimum density which will be acceptable at any location outside the traveled roadway (such as intersections, crossovers, turnouts, etc.) shall be 95 percent of such maximum.

3.04 TESTING SURFACE, PROTECTION, AND MAINTENANCE:

A. Density Tests:

1. Density Testing shall be performed at a rate of 1 test per 100 Lineal Feet per lift.
2. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density tests on the finished base.

B. Correction of Defects/Contamination of Base Material:

1. If, at any time, the subgrade material should become mixed with the base course materials, the CONTRACTOR shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace materials removed with clean base material, which shall be shaped and compacted as specified above.

C. Cracks and Checks:

1. If cracks or checks appear in the base, either before or after priming, which, in the opinion of the ENGINEER, would impair the structural efficiency of the base, the CONTRACTOR shall remove the cracks or checks by rescarifying, reshaping, adding base material where necessary, and recompacting.

D. Compaction of Widening Strips:

1. Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compaction shall be accomplished by use of vibratory compactors, trench rollers or other special equipment which will achieve the density requirements specified herein.
2. When multiple-course base construction is required by the plans or specifications, the required compaction shall be achieved in each course prior to spreading material for the overlaying course.

E. Testing Surface:

1. The finished surface of the base course shall be checked with a template cut to the required crown and with a 15-foot straightedge laid parallel to the centerline of the road.
2. Scarifying and removing or adding base material as required, after which the entire area shall be recompacted as specified hereinbefore, shall correct all irregularities greater than 1/4 inch.
3. In the testing of the surface, the measurements will not be taken in small holes caused by individual pieces of rock having been pulled out by the grader.

3.05 PRIMING AND MAINTAINING:

A. Priming:

1. The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture of the base material.



2. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur.

B. Maintaining:

1. The CONTRACTOR will be responsible for assuring that the true crown and template are maintained, with no rutting or other distortion, and that the base meets all the requirements, at the time the surface course is applied.

3.06 THICKNESS REQUIREMENTS:

A. Measurements:

1. Thickness of the base shall be measured at intervals of not more than 200 feet.
2. Measurements shall be taken at various points on the cross section, through holes not less than three inches in diameter.

B. Areas Requiring Correction:

1. Where the compacted base is deficient by more than 1/2 inch from the thickness called for in the plans, the CONTRACTOR shall correct such areas by scarifying and adding rock.
2. The base shall be scarified and rock added for a distance of 100 feet in each direction from the edge of the deficient area.
3. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross section.

**END OF SECTION 321216.05**

## **SECTION 321400 - UNIT PAVING**

### 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. Brick pavers set in sand beds.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For materials other than water and aggregates.
- B. Product Data: For the following:
  - 1. Pavers.
- C. Samples for Initial Selection: For each type of unit paver indicated

#### 1.4 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
  - 1. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store pavers on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.
- B. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

#### 1.6 FIELD CONDITIONS

- A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of unit paver, joint material, and setting material from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

#### 2.2 BRICK PAVERS

- A. Brick Pavers:
  - 1. Thickness: Match existing pavers at ATC exterior pavers (Brick Stone 60)

2. Color: **Match existing pavers at ATC exterior pavers (Brick Stone 60, Destin Fire)**

- B. Efflorescence: Brick shall be rated "not effloresced" when tested according to ASTM C 67.
- C. Temporary Protective Coating: Match existing pavers in courtyard.

### 2.3 CURBS AND EDGE RESTRAINTS

- A. Job-Built Concrete Edge Restraints: Comply with requirements in Section 033000 "Cast-in-Place Concrete" for normal-weight, air-entrained, ready-mixed concrete with minimum 28-day compressive strength of 3500 psi.

### 2.4 ACCESSORIES

### 2.5 AGGREGATE SETTING-BED MATERIALS

- A. Sand for Leveling Course: Sound, sharp, washed, natural sand complying with gradation requirements in ASTM C 33/C 33M for fine aggregate.
- B. Sand for Joints: Fine, sharp, washed, natural sand or crushed stone with 100 percent passing No. 16 (1.18-mm) sieve and no more than 10 percent passing No. 200 (0.075-mm) sieve.
  1. Provide sand of color needed to produce required joint color.
- C. Drainage Geotextile: Nonwoven needle-punched geotextile fabric, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
  1. Survivability: Class 2, AASHTO M 288.
  2. Apparent Opening Size: No. 40 (0.425-mm) sieve, maximum; ASTM D 4751.
  3. Permittivity: 0.5 per second, minimum; ASTM D 4491.
  4. UV Stability: 50 percent after 500 hours' exposure, ASTM D 4355.
- D. Herbicide: Commercial chemical for weed control, registered with the EPA. Provide in granular, liquid, or wettable powder form.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces indicated to receive unit paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Sweep concrete substrates to remove dirt, dust, debris, and loose particles.

### 3.3 INSTALLATION, GENERAL

- A. Do not use unit pavers with chips, cracks, voids, discolorations, or other defects that might be visible or cause staining in finished work.
- B. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
- C. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
- D. Handle protective-coated brick pavers to prevent coated surfaces from contacting backs or edges of other units. If, despite these precautions, coating does contact bonding surfaces of brick, remove coating from bonding surfaces before setting brick.
- E. Joint Pattern: **Match existing pavers at ATC exterior pavers**

- F. Tolerances: Do not exceed 1/32-inch (0.8-mm) unit-to-unit offset from flush (lippage) nor 1/8 inch in 10 feet (3 mm in 3 m) from level, or indicated slope, for finished surface of paving.
- G. Provide edge restraints as indicated. Install edge restraints before placing unit pavers.
  - 1. Install job-built concrete edge restraints to comply with requirements in Section 033053 "Miscellaneous Cast-in-Place Concrete."

#### 3.4 AGGREGATE SETTING-BED APPLICATIONS

- A. Compact soil subgrade uniformly to at least 95 percent of ASTM D 698 laboratory density.
- B. Place aggregate subbase compact by tamping with plate vibrator, and screed to depth indicated.
- C. Place aggregate base, compact to 100 percent of ASTM D 1557 maximum laboratory density, and screed to depth indicated.
- D. Place drainage geotextile over compacted base course, overlapping ends and edges at least 12 inches (300 mm).
- E. Place leveling course and screed to a thickness of 1 to 1-1/2 inches (25 to 38 mm), taking care that moisture content remains constant and density is loose and uniform until pavers are set and compacted.
- F. Treat leveling course with herbicide to inhibit growth of grass and weeds.
- G. Set pavers with a joint spacing to match existing pavers in courtyard.
- H. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a 3500- to 5000-lbf (16- to 22-kN) compaction force at 80 to 90 Hz. Use vibrator with neoprene mat on face of plate or other means as needed to prevent cracking and chipping of pavers. Perform at least three passes across paving with vibrator.
  - 1. Compact pavers when there is sufficient surface to accommodate operation of vibrator, leaving at least 36 inches (900 mm) of uncompacted pavers adjacent to temporary edges.
  - 2. Before ending each day's work, compact installed concrete pavers except for 36-inch (900-mm) width of uncompacted pavers adjacent to temporary edges (laying faces).
  - 3. As work progresses to perimeter of installation, compact installed pavers that are adjacent to permanent edges unless they are within 36 inches (90 mm) of laying face.
  - 4. Before ending each day's work and when rain interrupts work, cover pavers that have not been compacted and cover leveling course on which pavers have not been placed with nonstaining plastic sheets to protect them from rain.
- I. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are completely filled, then remove excess sand. Leave a slight surplus of sand on the surface for joint filling.
- J. Do not allow traffic on installed pavers until sand has been vibrated into joints.
- K. Repeat joint-filling process 30 days later.

**END OF SECTION 321400**

## **SECTION 330500 - WATER DISTRIBUTION SYSTEM**

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

### **16.1 INTENT**

It is the intent of these specifications to provide supplemental information to the contents of the construction drawings on the quality of materials, execution, measurement, etc. These specifications are general in nature and may contain products and requirements which are not applicable to the project. Discrepancies between these specifications and the construction drawings, either imaged or real, shall be brought to the attention of the Owner's Engineer for clarification.

### **16.2 DESCRIPTION OF WORK**

Extent of work is shown on the drawings.

Domestic water system work includes but is not limited to: Water mains, fire hydrants, valves, service laterals, appurtenances.

Comply with the requirements of applicable Division 2 sections for excavation and backfilling required in connection with water distribution system work.

Comply with requirements of applicable Division 2 sections for concrete work required in connection with water distribution system work.

### **16.3 QUALITY ASSURANCE**

Codes and Standards: Perform all work in compliance with applicable requirements of governing authorities having jurisdiction and the applicable standards of the American Water Works Association (AWWA).

Testing and Inspection Service: Employ, at Contractor's expense, testing laboratory to perform bacteriological testing of water mains.

It will be the responsibility of the Contractor to coordinate all testing and inspections. The Contractor shall notify the Owner's Engineer, testing service, and applicable agency inspectors 48 hours in advance of testing and inspections.

### **16.4 SUBMITTALS**

Prior to construction commencement, the Contractor shall submit for approval by the Owner's Engineer manufacturer's certifications and cut sheets for the following items: fire hydrant assemblies, valves, water main pipe, fittings, water services, tapping sleeves, appurtenances.

Test Reports: Submit the following applicable reports directly to the Engineer from the testing services with copy to Contractor: Bacteriological Test Reports.

### **16.5 PRODUCTS**

General: All materials shall be accordance with the Material Standard and shall, in no event, be less than that necessary to conform to the requirements of any applicable law, ordinances, and codes.

All materials shall be new, unused, and correctly designed. They shall be of standard, first grade quality and intended for the use for which they are offered. Materials or equipment which, in the opinion of the Owner's Engineer, are inferior or of a lower grade than indicated, specified, or required will not be accepted.

### **16.6 WATER MAINS**

General: Water main pipe shall be as shown on the drawings.

#### 16.7 DUCTILE IRON PIPE - PUSH ON JOINTS

Pipe: Pipe shall be of ductile iron and manufactured in accordance with AWWA Standard C-150, in nominal 18 or 20 foot laying lengths having minimum metal physicals of 60-42-10. Minimum pipe wall thickness class shall be Thickness Class 51 for pipe six inches and larger and Thickness Class 51 for three inch or four inch pipe.

Joints: Joints for ductile iron pipe shall be of the push-on type; "Super Bell Tite", Tyton", and "Fastite" joints are acceptable. All joints shall be in accordance with AWWA Standard C-111, and all joint accessories shall be furnished with all pipe.

Coating: All pipe furnished shall be cement mortar lined and seal coated in accordance with AWWA Standard C-104. The lining thickness shall be "standard" thickness.

#### 16.8 DUCTILE IRON PIPE - MECHANICAL JOINTS

Pipe: All pipe shall be of ductile iron and manufactured in accordance with AWWA Standard C-150/A21.51, in nominal 18 or 20 foot laying lengths having minimum metal physicals of 60-42-10. Minimum pipe wall thickness class shall be Thickness Class 51 for six inch pipe and larger and Thickness Class 51 for three inch and four inch.

Joints: Joints shall be mechanical joints in accordance with AWWA Standard C-111, with exceptions noted herein. All joint accessories shall be furnished with the pipe. Mechanical joint bolts and nuts shall be manufactured of high-strength, low-alloy steel such as "Corten", "Usalloy", or "Acipalloy".

The gasket shall be for a standard mechanical joint, of BUNA-S (SBR Buna) in accordance with ANSI A21.4, AWWA C-104. The follower gland shall be manufactured from ductile iron (at least ASTM A536, Grade 70-50-05) in accordance with ANSI, A21.11, AWWA C-111, where applicable.

Coating: All fittings furnished shall be cement mortar lined and coated in accordance with AWWA Standard C-104, latest revision. The lining thickness shall be "standard" thickness.

#### 16.9 POLYVINYL CHLORIDE (PVC) PIPE - 4" THROUGH 12"

Pipe: PVC pipe shall be manufactured in accordance with AWWA Standard C900, latest edition. All PVC pipe shall be pressure class 200 and must meet dimension requirements of dimension ratio (DR) 14 for four inch through twelve inch pipe.

All PVC pipe shall be marked using a solid No. 10 copper wire buried between 3 and 6 inches above the top of the pipe. Backfill shall be carefully placed to a depth of 3 inches by hand to assure that the wire is secured in place over the pipe. It is the intent of the paragraph to provide a means to locate PVC pipe using standard pipe location equipment. The wire shall be carried up through valve boxes and terminated at least 2 feet above the ground line to permit connecting of location equipment. Excess wire at valve boxes shall be neatly rolled and stored in the valve box for easy accessibility. Number 10 locating wire splice shall be heat sealed or water proof splicing connector.

Joints: Joints shall be "push-on" and shall meet all requirements of ASTM Standard D-3139. Each bell shall be an integral wall section joint assembly using elastomeric-gasket seals. All gaskets shall meet all requirements for performance as specified by ASTM Standard F-477. Push-on joints and pipe shall be equal to Supermain 900 water main as manufactured by Clow Corporation.

#### 16.10 POLYVINYL CHLORIDE (PVC) PIPE - SMALLER THAN 4"

Pipe: All PVC pipe less than four inches in diameter shall be manufactured in accordance with ASTM D-2241, with a standard dimension ratio (SDR) of SDR 26, rated pressure 200 psi, and bear the National Sanitation Foundation Seal for potable water pipe.

All PVC pipe shall be marked using a solid No. 10 copper wire buried between 3 and 6 inches above the top of the pipe. Backfill shall be carefully placed to a depth of 3 inches by hand to assure that the wire is secured in place over the pipe. It is the intent of the paragraph to provide a means to locate PVC pipe using standard pipe location equipment. The wire shall be carried up through valve boxes and terminated at least 2 feet above the ground line to permit connecting of location equipment. Excess wire at valve boxes shall be neatly rolled and stored in the valve box for easy accessibility. Number 10 locating wire splice shall be heat sealed or water proof splicing connector.

Joints: Joints shall be "push-on" and shall meet all requirements of ASTM Standard D-3139. Each bell shall be an integral wall section joint assembly using elastomeric-gasket seals. All gaskets shall meet all requirements for performance as specified by ASTM Standard F-477.

Pipe Marking: All pipe shall be marked as prescribed in ASTM 3-2241, i.e., nominal pipe size, type of plastic pipe material, pipe dimension ratio, pressure rating, ASTM specification designation number manufacturer's name and code, and the National Sanitation Foundation Seal for potable water.

#### 16.11 FITTINGS

General: Fittings three inches and larger shall be ductile iron manufactured in accordance with AWWA Standard C-110/A21.10 or C-153/A21.53. The minimum pressure rating for fittings shall be 250 psi.

Coating: All fittings furnished shall be cement mortar lined and coated in accordance with AWWA Standard C-104.

Anchoring Devices: All anchoring devices shall be suitable for use with mechanical joint fittings meeting ANSI/AWWA Standards C-110, and/or C-111.

All anchoring devices shall be constructed of ductile iron (at least ASTM A536 Grade 70-50-05) and manufactured in accordance with ANSI/AWWA C-110 and/or C-111.

All anchoring devices shall have a sufficient number of set screws so as to properly restrain various fittings or pipes at the rated pressure without the need for additional thrust restraint.

Retainer Glands: Mechanical joint restraint shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.

The mechanical joint restraining device shall have a working pressure of at least 350 psi with a minimum safety factor of 2:1 and shall be EBAA Iron, Inc., MEGALUG or equal.

Push-on joint restraints shall be similar to EBAA iron, series 800 or approved equal.

Coatings: Coatings shall be as follows:

Flange adapters shall be provided with a painted "shop coat".

Retainer glands shall be provided with a bituminous coat.

Push-on restraints shall be provided with a bituminous coat.

#### 16.12 PRECAST THRUST BLOCKS

General: Precast concrete thrust blocks shall be manufactured to provide the minimum dimensions and construction shown on the plans. Precast thrust blocks will be subject to approval by the Owner's Engineer.

Concrete: Refer to applicable Division 2 specification.

#### 16.13 GATE AND TAPPING VALVES

General: Gate and tapping valves shall be resilient seat and shall comply with all requirements of AWWA Standard C-509 and the following supplemental requirements:

Valves 12 inches and smaller shall be bubble-tight at 200 psi water working pressure. Test pressure shall be twice the rated working pressure and at all times zero leakage will be maintained.

All valves shall be Class B gray iron body, non-rising stem, water valves suitable for buried vertical mounting.

Non-rising stems shall be in full compliance with AWWA specifications with cast integral stem collar and furnished of bronze conforming to ASTM B132 Alloy A.

Stem nuts shall be independent of wedge and shall be of solid bronze conforming to ASTM B-62.

Sealing mechanism shall be either a replaceable, internally-reinforced, specially-contoured, molded rubber disc seat ring attached to the face of the disc with self-locking stainless steel screws or a sealing surface permanently bonded with resilient material to meet ASTM D-429. Replaceable seat rings shall be designed such that it cannot be installed improperly.

Stuffing boxes shall be O-ring seal type with two rings located in the stem.

Low friction torque reduction thrust bearings shall be located both above and below the stem collar.

All valves shall open by turning a two-inch square AWWA operating nut counterclockwise.

Joints: Joints shall be mechanical joints and shall conform to AWWA Standard C-111, and all bolts and nuts for mechanical joints shall be high-strength, low-alloy steel in accordance with Section 11-6.5 of AWWA C-111. All gaskets shall be for a standard mechanical joint of BUNA-S (SBR Buna) in accordance with ANSI A21.4 and AWWA C-111. All mechanical joint accessories shall be furnished with the valves.

All valves shall be furnished with operating nuts and two (2) operating wrenches.

All tapping valves shall have flange by mechanical joint ends.

All tapping valves shall be interchangeable with other makes of tapping sleeves.

Coating: Body and cover bolts and nuts shall meet specifications ASTM A-307 and be rust proof. Valve interior shall have protective coating meeting AWWA Standard C-550.



#### 16.14 BUTTERFLY VALVES

General: All butterfly valves and operators shall meet all requirements of AWWA Standard C-504, for Class 150B, buried service valves and the following criteria:

Mechanical joint valve ends shall be in accordance with AWWA C-111.

Accessories (bolts, gaskets, etc.) shall be supplied by the valve manufacturer, and the joint bolts and nuts shall be a high-strength, low-alloy such as "Corten", "Usalloy", "Acipalloy" or approved equal.

Valve Seat: The valve seat shall be located on the valve body or disc and shall provide drip-tight shutoff for pressure differential of 150 psi versus 0 psi in either direction. The seat shall be of Buna N rubber and shall be clamped, mechanically secured, bonded, or vulcanized to the valve body or disc.

Valve Shafts and Disc: The valve shaft shall be a one-piece unit extending completely through the valve disc or may be stub shaft construction. Shaft materials shall conform to AWWA Standard C-504, Section 3.3. No deviation will be accepted. The valve disc shall have no external ribs transverse to the flow and shall be constructed of material as specified in AWWA C-504, Section 3.4, latest revision. No deviation will be accepted.

Valve Shaft Seals: Shaft seals shall be standard "O" ring or "V" packing seals, and all seals shall be replaceable without disassembly of the valve.

Operators: The operator shall be manual type opening to the right and equipped with two inch AWWA operating nut. The operator shall be gear type or traveling nut type. All operators shall be totally enclosed, sealed, gasketed, and lubricated for underground service. The operator shall also be able to output torque required to operate the valve under adverse conditions without exceeding input torque as allowed under AWWA Standard C-504. It shall also be capable of withstanding overload input torque as specified in AWWA Standard C-504, latest revision.

#### 16.15 TAPPING SLEEVES

General: Tapping sleeves shall be constructed of heavy gray cast iron, ductile cast iron, or high-strength steel and in two halves. All tapping sleeves shall be suitable for Class C and D gray cast iron, ductile cast iron pipe, and all pipe manufactured in accordance with ANSI S 21 standards.

Joints: Tapping sleeves shall seal to the pipe by the use of a confined "O" ring gasket and able to withstand a pressure test of 150 psi with no leakage in accordance with AWWA C-110. A 3/4 inch NPT test plug shall be provided for pressure testing. All bolts joining the two halves shall be high-strength, low-alloy steel in accordance with Section 11-6.5 of AWWA C-111, and shall be included with the sleeve.

The outlet branch flange shall be a 125# flange joint suitable for attachment by all other makes of tapping valves meeting AWWA standards.

Coatings: All gray cast iron and ductile cast iron sleeves shall have an outside bituminous coating in accordance with AWWA C-110 and an inside cement-mortar lining in accordance with AWWA C-104. All steel sleeves shall be finished with an epoxy coating both inside and outside.

#### 16.16 TAPPING SADDLES

General: Tapping saddles shall be constructed of heavy gray cast iron or ductile cast iron, with the attachment straps, nuts, and washers constructed of corrosion-resistant, alloy steel in accordance with AWWA C-111. All tapping saddles shall be suitable for Class C & D gray cast iron, ductile cast iron pipe, and all pipe manufactured in accordance with ANSI A 21 Standards.

Joints: Tapping saddles shall seal to the pipe by the use of a confined "O" ring gasket and be able to withstand a pressure test of 150 psi with no leakage in accordance with AWWA C-110. A 3/4 inch NPT test plug shall be provided for pressure testing.

The outlet branch flange shall be a 125# flange joint suitable for attachment by all other makes of tapping valves meeting AWWA standards.

Coatings: Tapping saddles shall have outside bituminous coating in accordance with AWWA C-110 and an inside cement-mortar lining in the branch run in accordance with AWWA C-104.

#### 16.17 DRY-BARREL FIRE HYDRANT

All fire hydrants shall comply fully with all provisions of AWWA C502, latest edition. Hydrants shall be the dry barrel type which prevents the operating threads from coming into contact with the service water. Hydrants shall be of the compression type, opening against the line pressure and closing with the line pressure. The hydrant shall be equipped with a weather shield to protect the operating nut. An oil or a grease reservoir and lubrication system that automatically circulates lubricant to all operating stem threads and bearing surfaces each time the hydrant is operated shall be provided. The system shall be completely sealed from the waterway by means of "O" ring seals. The hydrant shall be the traffic breakaway type with a safety stem coupling and flangible segments that permit full 360 degree rotation of the nozzle. The main valve opening of the hydrant shall not be less than 5-1/4 inches in size. Hose and steamer connection threads shall be National Standard type. The hydrant shall be designed to permit removal of all working parts from the hydrant up through the barrel of the hydrant without disturbing the earth around the hydrant or disassembling the barrel. An all bronze hydrant valve seat ring shall thread directly into an all bronze drain ring and shall be located between the lower hydrant barrel and base, securely retained in position, or it may be threaded into a heavy bronze bushing in the hydrant base. The valve seat ring and drain ring shall have no less than two bronze drain ports and two bronze drain outlets. The hydrant shall be designed with an anti-friction bearing located so that it will reduce the torque required to operate the hydrant. Both the operating nut and the nozzle cap wrench nut shall be National Standard type. All hydrants shall be shop tested in accordance with AWWA C502, latest edition. The interior of the hydrant foot shall be coated with a fusion-bonded epoxy coating of a minimum of at least six mils. Hydrant exterior shall be painted with two coats of high-visibility red enamel paint.

Approved models are American Darling B-84-B; Mueller Centurion; M&H A-129 or Clow Medallion. No substitutions will be allowed.

#### 16.18 WATER SERVICES

Service Lines: Water service shall be polyethylene Class 200 SDR9 manufactured in accordance with AWWA C-902 or cross linked polyethylene Pipe (PEXa) manufactured in accordance with AWWA C904. Contractor will terminate services five feet from building locations with a curb stop. For subdivisions a mark shall be scribed permanently in concrete curbs etc. for location of services. Water service separations between storm sewer and sanitary sewer shall be the same as for water mains.

Curb Stop: Ford style B43-444 for 1" meter valve or approved equal.  
Corporation Stop: No FB 1000 (CC type) or equal.

Fittings: All fittings shall be manufactured of brass, cast with full port of full open valve and machined in accordance with AWWA Standard C-800.

The fittings shall be as manufactured by Mueller Company, Hays Manufacturing Company, Ford Meter Box Company, James Jones Company, or A.Y. McDonald Manufacturing Company, or approved equal.

Service Saddles: All service saddles shall be used for tapping water distribution pipes to provide a connection for service lines. Ford Style 202 or approved equal.

Service saddles for pipe less than three inches shall be a single band which is hinged or split from the saddle body and is anchored by bolting one or more bolts between the band and saddle body.

Service saddles for pipe greater than three inches shall vary in bolt patterns and band numbers based on the type of pipe to be tapped.

Service saddles for six inch and eight inch PVC C-900 pipe shall be a double-wide single flexible band, or two bands, sized exactly for six inch and eight inch PVC C-900 pipe and is to be anchored by a minimum four bolt pattern on the saddle body.

Service saddles for ANSI/AWWA C-150 ductile iron pipe shall be at least a single band, two bolt pattern saddle anchoring or hinged wide single strap with one bolt assembly.

All other service saddles for pipe greater than three inches shall use a double wide single flexible band, or two bands, with a minimum of a four bolt pattern anchoring. These service saddles shall provide for a variable range in diameter per nominal size of pipe.

#### 16.19 HANDLING PIPE

General: All material, unless otherwise directed, shall be unloaded at the job site and distributed at the site of the project by the Contractor. Materials shall be handled with care to avoid damage. In loading and unloading, pipe shall be lifted by hoists or slid or rolled on skidways in such a manner as to avoid shock. Under no circumstances shall pipe be dropped. Pipe handled on skidways must not be allowed to roll against pipe already on the ground. The Contractor shall be responsible for the safe handling of all materials. Damaged materials will not be installed.

Pipe shall be handled so as to avoid damage to the coating and lining. If, however, any part of the coating or lining is damaged by the Contractor, the repair shall be made by the Contractor at his expense in a manner satisfactory to the Owner's Engineer before installation.

Pipe shall be distributed on the site of the work parallel with and opposite or near the place it is to be laid in the trench and with bell ends facing the directions in which the installation will proceed unless otherwise directed.

#### 16.20 INSTALLATION OF PIPE

General: Upon satisfactory installation of the pipe bedding, as specified in the "Excavation and Backfill for Utility Systems" section of these specifications, a continuous trough for the pipe barrel and recesses for the pipe joints shall be excavated by hand digging so that, when the pipe is laid in the trench true to line and grade, the pipe barrel will receive continuous, uniform support, and the joint will receive no pressure from the trench bottom.

The interior of all pipe shall be thoroughly cleaned of all foreign material before being lowered into the trench and shall be kept clean during laying operations by means of plugs or other approved methods.

All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench, piece by piece, by means of derrick, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to pipe, pipe coating, and pipe lining. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.

The gasket material for the joint shall be properly positioned before the pipe is lowered into the trench. The joining of the pipe shall proceed in accordance with the manufacturer's requirements.

Watertight plugs shall be installed in the open ends of the pipe at all times when pipe laying is not in progress. At no time shall trench water be permitted to enter pipe.

Cutting of pipe for inserting valves, fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe. Wherever it is necessary to cut gray or ductile cast iron pipe which is equipped with a push-on joint type bell end, the cut end of the pipe shall be adequately beveled so as to prevent the edge of the cut pipe from cutting or tearing the gasket as the plain end is inserted into the bell of the adjoining pipe or fitting. All field-cut pipe shall be beveled by the Contractor, and the pipe "short" shall be used as part of the pipeline construction.

Whenever necessary to deflect pipe after proper homing from a straight line, either in the vertical or horizontal plane to avoid obstructions, the maximum allowable deflection shall be in accordance with the following:

Push-on Joint Pipe

<u>Size</u>	<u>Maximum Deflection</u>
4" thru 12"	3/4" per foot
16" thru 36"	1/2" per foot

Only after the pipe has been properly homed will it be allowed to deflect.

No pipe shall be laid in water or when the trench conditions or the weather is unsuitable for such work.

Water mains to provide a horizontal distance of (3) three feet between the water main and any vacuum-type sanitary sewer, storm sewer, stormwater force main, or pipeline conveying public-access reclaimed water and a horizontal distance of (6) six feet between the water main and any gravity or pressure-type sanitary sewer, wastewater force main, or pipeline conveying non-public-access reclaimed water.

Water mains crossing any gravity or vacuum-type sanitary sewer or storm sewer may be laid so the water main crosses (6) six inches above or (12) twelve inches below the other pipeline, and water mains crossing any pressure type sanitary sewer, stormwater, or wastewater force main, or pipeline conveying reclaimed water laid so the water main crosses only (12) twelve inches above or below the other pipeline.

All sewer lines and laterals shall be located a minimum of 36 inches below grade.

Any pipe which is disturbed or found to be defective after laying shall be taken up and re-laid or replaced.

Prior to connecting new work to existing lines or appurtenances, the Contractor shall verify location and elevation of existing connection point and notify Owner's Engineer of any conflicts or discrepancies.

Joints: Before laying the pipe, all lumps, blisters, and excess coal-tar coating shall be removed from the bell and plain ends of each length of pipe. The pipe ends shall then be wire brushed and wiped until clean and dry. Where mechanical joints or push-on joints are specified, oil and grease also shall be removed. Pipe ends shall be kept clean until joints are made. The plain end of pipe for mechanical joints shall be lubricated with a soapy solution before installing the gaskets.

In making up the push-on type joint, the gasket shall be placed in the socket with a large, round end entering first so that the groove fits over the bend in the seat. A thin film of lubricant (approved by the pipe manufacturer) shall then be applied to the inside surface of the gasket that will come in contact with the entering pipe. The plain end of the pipe to be entered shall be thoroughly brushed with a wire brush and placed in alignment with the bell of the pipe to which it is to be joined. The joint shall be made up by exerting sufficient force on the entering pipe so that the plain end is moved past the gasket until it seats as per manufacturer's recommendation.

Backhoe buckets or excavation equipment are not to be applied directly to the pipe.

Mechanical joints shall be centered in the bells. Soapy water shall be brushed over the gasket just prior to installation. The gasket and gland shall be placed in position, the bolts inserted, and the nuts tightened finger-tight. Mechanical joints shall be assembled in accordance with AWWA Standards.

The bolts shall be tightened on opposite sides of the pipes by means of a torque wrench in such a manner that the gland shall be brought up evenly into the joint. The following range of bolt torques shall be applied:

<u>Bolt Size (Inches)</u>	<u>Range of Torque</u>
3/4" Diameter	85 to 95 ft.-lbs.
1" Diameter	95 to 100 ft.-lbs.

If effective seal is not obtained at a maximum torque listed above, the joint shall be disassembled and reassembled after thorough cleaning.

If a joint is defective, it shall be cut out and entirely replaced or, if permission is given by the Owner's Engineer, it may be repaired by a suitable clamp.

#### 16.21 INSTALLATION OF FITTINGS, VALVES AND TAPS

Fittings: Fittings shall be handled with care to avoid damage. All fittings shall be loaded and unloaded by lifting, and under no circumstances shall fittings be dropped, skidded, or rolled. Fittings shall not be placed, under any circumstances, against pipe or other fittings in such a manner that damage could result. Slings, hooks, or tongs used for lifting shall be padded in such a manner as to prevent damage to exterior surface or interior lining of fittings. If any part of the fittings' coating or lining is damaged by the Contractor, the repair or replacement shall be made by the Contractor, at his expense, in a manner satisfactory to the Owner's Engineer before installing. Fittings shall also be stored at all times in a safe manner to prevent damage and kept free of dirt, mud, or other foreign matter. All fitting gaskets shall be stored and placed in a cool location out of direct sunlight and out of contact with petroleum products. All gaskets shall be used on a first-in, first-out basis.

Fittings shall be set and joined to the pipe in a manner specified previously for joint assembly. When conditions warrant, fittings should be provided with special support trussing and blocking.

#### 16.22 ANCHORAGE OF BENDS, TEES, AND PLUGS

General: Adequate precautions shall be taken to prevent the separation of joints at bends, tees, and plugged ends.

Details: Details of design, construction, applications, installation, and number of joints necessary for the restraint of a given thrust shall be as shown in the Construction Details. Under no circumstances will gray iron pipe be used at restrained joints. Ductile iron pipe will be used unless otherwise specified by the Owner's Engineer.

Thrust Blocking: Where reaction or thrust blocking is required, it shall be of concrete of a mix not leaner than one cement, two and one-half sand, five stone and having a compressive strength of not less than 3,000 pounds per square inch after 28 days and shall have a minimum curing time of three days. The poured concrete shall be left exposed for a minimum of 24 hours before backfilling, but not more than 48 hours. Before concrete thrust blocks are covered, contractor will have City inspect placement.

Blocking shall be placed between undisturbed earth and the fitting to be anchored; the area of bearing on pipe and on ground in each instance shall be that shown in the Construction Details. The blocking shall, unless otherwise directed, be so placed that the pipe and fitting joints will be accessible for repair.

Precast thrust blocks may be used in lieu of poured-in-place blocks on eight inch and smaller water mains only. Approval by the Department must be obtained. This type of block must be manufactured in accordance with the Construction Details. The Owner's Engineer has the authority to reject any damaged block or any block considered to be of questionable quality. Placement will be in accordance with

standard procedures for restraining thrust. Earth behind such blocks will be either undisturbed or compacted to a minimum of 95% AASHTO T-180.

#### 16.23 INSTALLATION OF VALVES

General: Valves shall be handled with care to avoid damage. All valves shall be loaded and unloaded by lifting, and under no circumstances shall valves be dropped, skidded, or rolled. Valves shall not be placed, under any circumstances, against pipe or other fittings in such a manner that damage could result. Slings, hooks, or tongs used for lifting shall be padded in such a manner as to prevent damage. If any part of the valve's coating and lining is damaged by the Contractor, the repair or replacement shall be made by the Contractor, at his expense, in a manner satisfactory to the Owner's Engineer before installing. Valves shall also be stored at all times in a safe manner to prevent damage and kept free of dirt, mud, or other foreign matter. All valve gaskets shall be stored and placed in a cool location out of direct sunlight and out of contact with petroleum products. All gaskets shall be used on a first-in, first-out basis.

Gate valves and butterfly valves shall be set and joined to new pipe in the manner heretofore specified for cleaning, laying, and joining pipe.

Valve Boxes: Cast iron valve boxes shall be firmly supported and maintained centered and plumb over the operating nut of the valve by the Contractor with box cover flush with the surface of the finished pavement or at such other level as may be directed. All valve boxes set in non-paved areas shall have concrete pads poured around the top section of the valve box. The pad shall be 24 inches square or 24 inches in diameter and shall be centered on the valve box. All water department valve covers shall be painted safety blue as prescribed by the American Public Works Association (APWA) uniform color code for utility systems.

Blow-Offs: Blow-offs shall not be connected to any sewer or submerged in any stream or be installed in any other manner that will permit back-siphonage of contaminated water .

The valve and valve box shall be installed so water department personnel can insert a valve key through the valve box and completely open and close the valve.

#### 16.24 INSTALLATION OF TAPS BY CONTRACTOR

General: All material supplied, and drilling and tapping equipment used to make taps, will be sterilized in accordance with AWWA Standards.

After the tapping sleeve and valve have been installed and before the tap is made, the sleeve will be tested to ensure a watertight joint. A test plug will be provided in the sleeve and after the sleeve has been installed it will be filled with water and the pressure increased between 150 psi and 190 psi. All leaking joints will be repaired to the satisfaction of the Owner's Engineer at the Contractor's expense.

#### 16.25 INSTALLATION OF FIRE HYDRANTS

General: Hydrants shall be located in such a manner as to provide complete accessibility and to minimize the possibility of damage from vehicles or injury to pedestrians. Unless otherwise directed, the setting of any hydrant shall be described in the Construction Details.

All fire hydrants shall be thoroughly cleaned of dirt or foreign material before installation.

All hydrants shall stand plumb and shall have their pumper nozzle perpendicular to the curb. They shall conform to the established grade with nozzles at least 18 to 24 inches above the ground.

Each hydrant shall be connected to the water main with a six inch branch controlled by an independent six inch resilient wedge gate valve, hydrant shut-off valve. Line from fire hydrant to water main tee shall be Ductile Iron.

All hydrants shall be anchored by thrust blocks and/or restrained fittings as shown in the construction Details.

#### 16.26 TESTING AND INSPECTION REQUIREMENTS

It will be the responsibility of the Contractor to coordinate all testing and inspections. The Contractor shall notify the Owner's Engineer and applicable agency inspectors 48 hours in advance of testing and inspections.

#### 16.27 HYDROSTATIC TEST

**Hydrostatic Test:** A hydrostatic test shall be performed on all mains and fittings for a minimum of two hours at 150 psi in accordance with AWWA M23. Test shall occur at any convenient time upon backfill of lines and after all piping has been thoroughly cleaned and flushed to clear the lines of all foreign matter. Prior to test, allow adequate curing time for reaction blocking.

**Gauges and Recorders:** The Contractor shall, upon request of the Engineer, furnish certified test data for pressure gauges and recorders used on hydrostatic test equipment. At the option of the Engineer, flow meters and/or pressure gauges used for hydrostatic testing shall be equipped by the Contractor with approved strip or round chart recorders. Tests shall be made in sections not exceeding one-half mile.

Each valved section of pipe to be tested shall be slowly filled with water, and a test pump shall be installed at the low point of the section being tested. All air in line will be expelled before applying specified test pressure. To accomplish this, taps will be made, if necessary, at point of highest elevation and afterward tightly stopped with tapered brass plugs, all at the Contractor's expense.

After installation and filling of the line as specified, the hydrostatic test, which will be at least two hours in duration (two hour test period), shall proceed as follows:

The Contractor will pump his line to a pressure greater than 150 psi. At no time shall the test or line pressure exceed 190 psi. If required by the Owner's Engineer, pump test equipment shall be equipped with pressure relief valves pre-set to 190 psi.

Throughout the duration of the test, the Contractor is required to maintain a minimum pressure in excess of 150 psi. The Contractor is advised that, should the line pressure fall to or below 150 psi any time during the two-hour test, the test will be considered invalid and a re-test according to this procedure will be required. Therefore, he is advised to pump water into the line as the line pressure approaches 150 psi. The test will be conducted with a pressure variation of not more than 5 psi for the duration of the test.

At the end of the two-hour test period, the Contractor will be required to pump the pipe lines back up to the highest pressure obtained during the duration of the test period. If chart records are required for the hydrostatic test, the Contractor shall furnish flow and/or pressure charts as a condition of concluding the test.

The allowable leakage, as specified below, will be defined as any volume of water required to maintain a minimum pressure in excess of 150 psi during the duration of the test period plus that volume of water required at the conclusion of the test to bring the line pressure back up to the highest pressure obtained during the duration of the test period.

## Two Hour Hydrostatic Test Allowable Leakage

### Allowable Leakage for AWWA PVC Pipe

Average Test Pressure In Line, PSI					
Nominal pipe size in.	50	100	150	200	250
Allowable Leakage Per 1000 Ft or 50 Joints, gal/hr (L/hr)					
4	.19 (.72)	.27(1.02)	.33 (1.25)	.38 (1.44)	.43 (1.63)
6	.29 (1.10)	.41 (1.55)	.50 (1.89)	.57 (2.16)	.64 (2.42)
8	.38 (1.44)	.54 (2.04)	.66 (2.50)	.76 (2.88)	.85 (3.22)
10	.48 (1.82)	.68 (2.57)	.83 (3.14)	.96 (3.63)	1.07 (4.05)
12	.57 (2.16)	.81 (3.07)	.99 (3.75)	1.15 (4.35)	1.28 (4.84)

Leakage detection at mechanical joints shall be stopped by tightening the gland (not to exceed required torque) and leaking slip joints shall be cut out and entirely replaced, or, if permission is given by the Owner's Engineer, it may be repaired by a suitable clamp. Any cracked or defective pipes, fittings, valves, or hydrants discovered as a result of this pressure test shall be removed and replaced by the Contractor with sound material and then the test shall be repeated until satisfactory.

The Contractor is warned that pressure testing against existing "end-of-line" or blow-off valves is done at his own risk. Failure of these valves to hold test pressure will not relieve the Contractor of the pressure testing nor will it entitle him to any additional compensation for the extra work performed.

## 16.28 DISINFECTION

**Disinfection:** All new water lines shall be thoroughly flushed to remove all foreign material before sterilizing. The Contractor shall sterilize the water mains in accordance with the applicable section of AWWA Specification C-651.

**Bacteriological Testing:** After disinfecting and final flushing and before the system is placed in service, samples shall be collected and tested by a laboratory, state certified in accordance with Chapter 403, Florida Statutes. Samples shall be collected as follows:

- Connection point to an existing system and the endpoint of the proposed addition;
- Any water lines branching off a main extension;
- Every 1,200 feet on straight run of pipe;
- Each location shall be sampled on two consecutive days with sample points and chlorine residual reading clearly indicated on the report.

If, during construction, trench water has entered the main, or if in the opinion of the Owner's Engineer or job superintendent, excessive quantities of dirt or debris have entered the main, bacteriological samples shall be taken at intervals of approximately 200 feet and shall be identified by location.

Samples shall be taken of water that has stood in the main for at least 16 hours after final flushing has been completed.

Samples for bacteriological analysis shall be collected in sterile bottles treated with sodium thiosulfate as required by "Standard Methods for the Examination of Water and Wastewater." No hose or fire hydrant shall be used in collection of samples. A corporation cock may be installed in the main with a copper tube goose neck assembly. After samples have been collected, the goose neck assembly may be removed and retained for future use.



## 16.29 MEASUREMENT AND PAYMENT

**General:** The contract unit price for the various items shall be compensation in full for furnishing all materials, labor, equipment, tools, and incidentals necessary for the installation of the item complete in every detail in accordance with the plans and specifications.

As part of the work of this section, the Contractor may be required to remove and relocate or stockpile for reinstallation upon completion of work certain items including, but not limited to, culverts and mailboxes.

No separate compensation will be provided for these items, compensation should be included in the unit price for item to which it most logically belongs. It shall be the responsibility of the Contractor to identify and be aware of these items by both field inspection and review of the plans.

**Concrete:** The contract unit price shall be compensation in full for one cubic yard of concrete used for foundations, anchors, encasement for pipe or concrete piers.

**Water Pipe:** The contract unit price for the various sizes and types of water pipe shall be compensation in full for one linear foot of pipe complete in place. The length of pipe installed will be measured along the centerline of the installed pipe from center of installed pipe or junctions to center of junction or various ends with no deduction in measured length for specials, fittings, or valves.

**Cast Iron or Ductile Iron Fitting:** The contract unit price for the various sizes and types of fittings shall be compensation in full for furnishing all materials, labor, equipment, tools and incidental necessary to install and complete one fitting with required thrust blocks. All fittings including bends, tees, crosses, slums etc., will be included under this item.

**Gate Valves:** The contract unit price for the various sizes and types of gate valves shall be compensation in full for furnishing all materials, labor, equipment, tools, including valve stem extension, valve box, concrete pad, and incidentals necessary to install and complete one valve.

**Fire Hydrant:** The contract unit price shall be compensation in full for furnishing all materials, labor, equipment, tools, and incidentals necessary to install and complete one fire hydrant, auxiliary gate valve with concrete pad and required thrust blocks.

**Tapping Sleeve and Valve:** The contract unit price for the various types and sizes shall be compensation in full for one valve with valve box, concrete pad, and valve stem extension, if required, and tapping sleeve, size to suit existing water pipe complete in place.

**Rust Proof Rods for Anchorage:** The contract unit price shall be compensation in full for furnishing all labor, materials, equipment, tools, and incidentals necessary to install one linear foot of anchor rod. The price shall include threading, bolts, and coating of the rod.

**Removing and Replacing Paving:** The contract unit price for this item will be compensation in full for furnishing all materials, labor, equipment, and incidentals to remove and replace one square yard of paving under which pipe is laid. The term "Pavement" shall be construed to mean either concrete, bituminous, cobblestones, or brick placed as a wearing surface in streets, driveways, or sidewalks; or placed as slope protection for ditches or drains. Shell surfacing, sand-clay surfacing, gravel surfacing, and other such types of surfacing will not be considered paving and will not be paid for as such. In measuring this item for payment, the length removed multiplied by a width of the inside pipe diameter plus 30 inches will be the amount paid for, or were shown as limits of payment for pavement repair on construction plans, regardless of the width removed and replaced. No additional allowance will be made for bell holes or manholes. Where flexible pavement is replaced, no additional allowance will be made for base course or asphalt tack coat.

Encasement Pipe: The contract unit price for furnishing and installing encasement pipe shall be compensation in full for furnishing all material, labor, skids, equipment, and incidentals necessary to install and complete one linear foot of the encasement pipe of various sizes and types in accordance with the plans and specifications. Measurement will be made along the centerline of the installed encasement pipe. The carrier pipe inside encasement pipe will not be included in the contract unit price for encasement pipe.

**END OF SECTION 330500**



# Document A201™ – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

IFB#2-2015/2016 GCSC Phase 1 Improvements

GCSC Panama City Campus

Panama City, Florida

### THE OWNER:

*(Name, legal status and address)*

Gulf Coast State College(GCSC)

5230 W. Hwy. 98

Panama City, Florida 32401

### THE ARCHITECT:

*(Name, legal status and address)*

Florida Architects, Inc. (PC)

648 Florida Avenue

Panama City, Florida 32401

### TABLE OF ARTICLES

- |    |  |
|----|--|
| 1  | GENERAL PROVISIONS                               |
| 2  | OWNER  |
| 3  | CONTRACTOR                                       |
| 4  | ARCHITECT  |
| 5  | SUBCONTRACTORS                                   |
| 6  | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7  | CHANGES IN THE WORK                              |
| 8  | TIME   |
| 9  | PAYMENTS AND COMPLETION                          |
| 10 | PROTECTION OF PERSONS AND PROPERTY               |
| 11 | INSURANCE AND BONDS                              |
| 12 | UNCOVERING AND CORRECTION OF WORK                |
| 13 | MISCELLANEOUS PROVISIONS                         |
| 14 | TERMINATION OR SUSPENSION OF THE CONTRACT        |
| 15 | CLAIMS AND DISPUTES                              |

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

## INDEX

(Topics and numbers in bold are section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

#### Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, **12.1**

#### Accident Prevention

**10**

#### Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, **15.2**

#### Addenda

1.1.1, **3.11**

#### Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, **15.1.4**

### Additional Inspections and Testing

9.4.2, 9.8.3, **12.2.1**, **13.5**

#### Additional Insured

**11.1.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### Administration of the Contract

3.1.3, **4.2**, 9.4, **9.5**

#### Advertisement or Invitation to Bid

1.1.1

#### Aesthetic Effect

4.2.13

### Allowances

**3.8**, **7.3.8**

#### All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, **11.1.3**

#### Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, **13.5.1**

### Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

## ARCHITECT

**4**

### Architect, Definition of

**4.1.1**

#### Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

#### Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, **15.2**

### Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

### Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, **9.5**

### Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

### Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

### Architect's Copyright

1.1.7, **1.5**

### Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, **15.3**

### Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, **13.5**

### Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, **13.5.2**

### Architect's Interpretations

4.2.11, 4.2.12

### Architect's Project Representative

4.2.10

### Architect's Relationship with Contractor

1.1.2, **1.5**, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, **15.2**

### Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, **11.3.7**

### Architect's Representations

9.4.2, 9.5.1, **9.10.1**

### Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, **13.5**

### Asbestos

**10.3.1**

### Attorneys' Fees

3.18.1, 9.10.2, **10.3.3**

### Award of Separate Contracts

6.1.1, **6.1.2**

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

## Basic Definitions

**1.1**

### Bidding Requirements

1.1.1, 5.2.1, **11.4.1**

### Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, **15.3.2**, **15.4.1**

### Boiler and Machinery Insurance

**11.3.2**

### Bonds, Lien

7.3.7.4, 9.10.2, **9.10.3**

### Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, **11.3.9**, **11.4**

Init.

Building Permit

3.7.1

**Capitalization**

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

**Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval  
13.5.4

Certificates of Insurance

9.10.2, 11.1.3

**Change Orders**

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

**Change Orders, Definition of**

**7.2.1**

**CHANGES IN THE WORK**

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9

**Claims, Definition of**

**15.1.1**

**CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims

15.4.1

**Claims for Additional Cost**

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

**Claims for Additional Time**

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5

**Concealed or Unknown Conditions, Claims for**  
**3.7.4**

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

**Cleaning Up**

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

**Commencement of the Work, Definition of**

**8.1.2**

**Communications Facilitating Contract**

**Administration**

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

**COMPLETION, PAYMENTS AND**

9

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws

1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

**Consolidation or Joinder**

**15.4.4**

**CONSTRUCTION BY OWNER OR BY  
SEPARATE CONTRACTORS**

1.1.4, 6

**Construction Change Directive, Definition of**

**7.3.1**

**Construction Change Directives**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

**Contingent Assignment of Subcontracts**

5.4, 14.2.2.2

**Continuing Contract Performance**

**15.1.3**

**Contract, Definition of**

**1.1.2**

**CONTRACT, TERMINATION OR  
SUSPENSION OF THE**

5.4.1.1, 11.3.9, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.2.5, 5.3

**Contract Documents, Definition of**

**1.1.1**

**Contract Sum**

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

**Contract Sum, Definition of**

**9.1**

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

**Contract Time, Definition of**

**8.1.1**

Init.

## CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Init.

Equipment, Labor, Materials or  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,  
3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,  
9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3  
Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
10.4, 14.3, 15.1.5, 15.2.5  
**Failure of Payment**  
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
Faulty Work  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
12.3, 14.2.4, 14.4.3  
Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4  
Fire and Extended Coverage Insurance  
11.3.1.1  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
Guarantees (See Warranty)  
**Hazardous Materials**  
10.2.4, 10.3  
Identification of Subcontractors and Suppliers  
5.2.1  
**Indemnification**  
3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
11.3.7  
**Information and Services Required of the Owner**  
2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3  
**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
1.1.8  
Initial Decision Maker, Decisions  
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
15.2.5  
**Injury or Damage to Person or Property**  
**10.2.8, 10.4**  
Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.5  
Instructions to Bidders  
1.1.1  
Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

**Instruments of Service, Definition of**  
**1.1.7**  
Insurance  
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11  
**Insurance, Boiler and Machinery**  
**11.3.2**  
**Insurance, Contractor's Liability**  
**11.1**  
Insurance, Effective Date of  
8.2.2, 11.1.2  
**Insurance, Loss of Use**  
**11.3.3**  
**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
10.2.5, 11.3  
Insurance, Stored Materials  
9.3.2  
**INSURANCE AND BONDS**  
**11**  
Insurance Companies, Consent to Partial Occupancy  
9.9.1  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
**Interest**  
**13.6**  
**Interpretation**  
1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12, 15.1.4  
Judgment on Final Award  
15.4.2  
**Labor and Materials, Equipment**  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Labor Disputes  
8.3.1  
Laws and Regulations  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,  
10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,  
14, 15.2.8, 15.4  
Liens  
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 13.7, 15.4.1.1  
Limitations of Liability  
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,  
4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,  
11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2  
Limitations of Time  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,  
11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15  
**Loss of Use Insurance**  
**11.3.3**

Material Suppliers  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

**Materials, Hazardous**  
10.2.4, 10.3

Materials, Labor, Equipment and  
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13,  
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,  
9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and  
Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien  
2.1.2, 15.2.8

**Mediation**  
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3,  
15.4.1

**Minor Changes in the Work**  
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

**MISCELLANEOUS PROVISIONS**  
13

**Modifications, Definition of**  
1.1.1

**Modifications to the Contract**  
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,  
10.3.2, 11.3.1

**Mutual Responsibility**  
6.2

**Nonconforming Work, Acceptance of**  
9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of  
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,  
12.2.1

Notice  
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7,  
9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2,  
14.1, 14.2, 15.2.8, 15.4.1

**Notice, Written**  
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10,  
10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8,  
15.4.1

**Notice of Claims**  
3.7.4, 10.2.8, 15.1.2, 15.4

Notice of Testing and Inspections  
13.5.1, 13.5.2

Observations, Contractor's  
3.2, 3.7.4

Occupancy  
2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written  
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,  
13.5.2, 14.3.1

**OWNER**  
2

**Owner, Definition of**  
2.1.1

**Owner, Information and Services Required of the**  
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

**Owner's Authority**  
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2,  
4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,  
7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1,  
9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3,  
13.2.2, 14.3, 14.4, 15.2.7

**Owner's Financial Capability**  
2.2.1, 13.2.2, 14.1.1.4

**Owner's Liability Insurance**  
11.2

**Owner's Relationship with Subcontractors**  
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

**Owner's Right to Carry Out the Work**  
2.4, 14.2.2

**Owner's Right to Clean Up**  
6.3

**Owner's Right to Perform Construction and to  
Award Separate Contracts**  
6.1

**Owner's Right to Stop the Work**  
2.3

**Owner's Right to Suspend the Work**  
14.3

**Owner's Right to Terminate the Contract**  
14.2

**Ownership and Use of Drawings, Specifications  
and Other Instruments of Service**  
1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12,  
5.3

**Partial Occupancy or Use**  
9.6.6, 9.9, 11.3.1.5

**Patching, Cutting and**  
3.14, 6.2.5

Patents  
3.17

**Payment, Applications for**  
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,  
14.2.3, 14.2.4, 14.4.3

**Payment, Certificates for**  
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,  
9.10.3, 13.7, 14.1.1.3, 14.2.4

**Payment, Failure of**  
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

**Payment, Final**  
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3,  
13.7, 14.2.4, 14.4.3

**Payment Bond, Performance Bond and**  
7.3.7.4, 9.6.7, 9.10.3, 11.4

**Payments, Progress**  
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

**PAYMENTS AND COMPLETION**  
9



Payments to Subcontractors  
 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2  
 PCB  
 10.3.1  
**Performance Bond and Payment Bond**  
 7.3.7.4, 9.6.7, 9.10.3, 11.4  
**Permits, Fees, Notices and Compliance with Laws**  
 2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2  
**PERSONS AND PROPERTY, PROTECTION OF**  
**10**  
 Polychlorinated Biphenyl  
 10.3.1  
**Product Data, Definition of**  
**3.12.2**  
**Product Data and Samples, Shop Drawings**  
 3.11, 3.12, 4.2.7  
**Progress and Completion**  
 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3  
**Progress Payments**  
 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3  
**Project, Definition of**  
**1.1.4**  
 Project Representatives  
 4.2.10  
**Property Insurance**  
 10.2.5, 11.3  
**PROTECTION OF PERSONS AND PROPERTY**  
**10**  
 Regulations and Laws  
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,  
 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,  
 15.2.8, 15.4  
 Rejection of Work  
 3.5, 4.2.6, 12.2.1  
 Releases and Waivers of Liens  
 9.10.2  
 Representations  
 3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,  
 9.8.2, 9.10.1  
 Representatives  
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,  
 5.1.2, 13.2.1  
 Responsibility for Those Performing the Work  
 3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
 Retainage  
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field Conditions by Contractor**  
 3.2, 3.12.7, 6.1.3  
 Review of Contractor's Submittals by Owner and Architect  
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
 Review of Shop Drawings, Product Data and Samples by Contractor  
 3.12

**Rights and Remedies**  
 1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,  
 13.4, 14, 15.4  
**Royalties, Patents and Copyrights**  
**3.17**  
 Rules and Notices for Arbitration  
 15.4.1  
**Safety of Persons and Property**  
 10.2, 10.4  
**Safety Precautions and Programs**  
 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4  
**Samples, Definition of**  
**3.12.3**  
**Samples, Shop Drawings, Product Data and**  
 3.11, 3.12, 4.2.7  
**Samples at the Site, Documents and**  
**3.11**  
**Schedule of Values**  
 9.2, 9.3.1  
 Schedules, Construction  
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2  
 Separate Contracts and Contractors  
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
**Shop Drawings, Definition of**  
**3.12.1**  
**Shop Drawings, Product Data and Samples**  
 3.11, 3.12, 4.2.7  
**Site, Use of**  
 3.13, 6.1.1, 6.2.1  
 Site Inspections  
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5  
 Site Visits, Architect's  
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5  
 Special Inspections and Testing  
 4.2.6, 12.2.1, 13.5  
**Specifications, Definition of**  
**1.1.6**  
**Specifications**  
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14  
 Statute of Limitations  
 13.7, 15.4.1.1  
 Stopping the Work  
 2.3, 9.7, 10.3, 14.1  
 Stored Materials  
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
**Subcontractor, Definition of**  
**5.1.1**  
**SUBCONTRACTORS**  
**5**  
 Subcontractors, Work by  
 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,  
 9.6.7  
**Subcontractual Relations**  
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals  
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3,  
 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3  
 Submittal Schedule  
 3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
 6.1.1, 11.3.7  
**Substantial Completion**  
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,  
 12.2, 13.7  
**Substantial Completion, Definition of**  
 9.8.1  
 Substitution of Subcontractors  
 5.2.3, 5.2.4  
 Substitution of Architect  
 4.1.3  
 Substitutions of Materials  
 3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
 5.1.2  
 Subsurface Conditions  
 3.7.4  
**Successors and Assigns**  
 13.2  
**Superintendent**  
 3.9, 10.2.6  
**Supervision and Construction Procedures**  
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,  
 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3  
 Surety  
 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7  
 Surety, Consent of  
 9.10.2, 9.10.3  
 Surveys  
 2.2.3  
**Suspension by the Owner for Convenience**  
 14.3  
 Suspension of the Work  
 5.4.2, 14.3  
 Suspension or Termination of the Contract  
 5.4.1.1, 14  
**Taxes**  
 3.6, 3.8.2.1, 7.3.7.4  
**Termination by the Contractor**  
 14.1, 15.1.6  
**Termination by the Owner for Cause**  
 5.4.1.1, 14.2, 15.1.6  
**Termination by the Owner for Convenience**  
 14.4  
 Termination of the Architect  
 4.1.3  
 Termination of the Contractor  
 14.2.2  
**TERMINATION OR SUSPENSION OF THE CONTRACT**  
 14

**Tests and Inspections**  
 3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,  
 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5  
**TIME**  
 8  
**Time, Delays and Extensions of**  
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,  
 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5  
 Time Limits  
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5,  
 13.7, 14, 15.1.2, 15.4  
**Time Limits on Claims**  
 3.7.4, 10.2.8, 13.7, 15.1.2  
 Title to Work  
 9.3.2, 9.3.3  
**Transmission of Data in Digital Form**  
 1.6  
**UNCOVERING AND CORRECTION OF WORK**  
 12  
**Uncovering of Work**  
 12.1  
 Unforeseen Conditions, Concealed or Unknown  
 3.7.4, 8.3.1, 10.3  
 Unit Prices  
 7.3.3.2, 7.3.4  
 Use of Documents  
 1.1.1, 1.5, 2.2.5, 3.12.6, 5.3  
**Use of Site**  
 3.13, 6.1.1, 6.2.1  
**Values, Schedule of**  
 9.2, 9.3.1  
 Waiver of Claims by the Architect  
 13.4.2  
 Waiver of Claims by the Contractor  
 9.10.5, 13.4.2, 15.1.6  
 Waiver of Claims by the Owner  
 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6  
 Waiver of Consequential Damages  
 14.2.4, 15.1.6  
 Waiver of Liens  
 9.10.2, 9.10.4  
**Waivers of Subrogation**  
 6.1.1, 11.3.7  
**Warranty**  
 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7  
 Weather Delays  
 15.1.5.2  
**Work, Definition of**  
 1.1.3  
 Written Consent  
 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,  
 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2  
 Written Interpretations  
 4.2.11, 4.2.12

#### Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,  
9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14,  
15.4.1

#### Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,  
15.1.2

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 INITIAL DECISION MAKER**

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

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

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

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

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

### **§ 1.3 CAPITALIZATION**

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

### **§ 1.4 INTERPRETATION**

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

### **§ 1.5**

#### **OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

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

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

§ 1.5.3 To the extent Contractor generates any documents (including without limitation shop drawings, schedules, etc.) for the Project ("Contractor Instruments"), such Contractor Instruments will be deemed a "work for hire" product and Owner shall be deemed the owner of such Contractor Instruments and shall have the right to use the Contractor Instruments on the Project, including without limitation completion of the Project if this Contract is terminated for any reason. To the extent it is later determined that any Contractor Instruments are not a "work for hire" product, the parties agree to treat any Contractor Instruments as if they are a "work for hire" product. Contractor agrees to take any action necessary to transfer any and all intellectual property rights it may have with respect to any Contractor Instruments to Owner. Contractor further represents and warrants that the use of any such Contractor Instruments does not infringe upon the intellectual property rights of any third party and Contractor agrees to indemnify, defend and hold harmless the Owner, Architect, Architect's consultants and their members, officers, agents and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including but not limited to reasonable attorneys' fees and paralegals' fees, arising out of or resulting from the use of any Contractor Instruments. The terms of this Section 1.5 shall survive the termination of this Contract.

### **§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

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

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have

express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

#### **§ 2.1.2 Intentionally Omitted. § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

##### **§ 2.2.1 Intentionally Omitted.**

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

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

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

§ 2.2.5 The Contractor will be furnished one (1) reproducible copy of the Contract Drawings and Specifications for execution of the Work. Contractor shall be responsible for making any copies it requires for its performance of the Work.

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

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

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

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five (5) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 GENERAL**

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

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

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

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

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

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

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

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

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

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

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

### **§ 3.4 LABOR AND MATERIALS**

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other

persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 WARRANTY**

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

### **§ 3.6 TAXES**

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

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

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 Copies of any and all permits, licenses and certifications shall be delivered to the Architect and Owner as

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soon as they are obtained. Along with the request for final payment, the Contractor shall deliver the originals of such permits, licenses and certificates to the Architect.

### **§ 3.8 ALLOWANCES**

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, in writing, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. The Contractor shall not proceed with any allowance work without prior written authorization from Owner or Architect.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 SUPERINTENDENT**

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

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

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

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

§ 3.10.1 Attached to the Agreement as Exhibit \_\_\_\_\_ is the Contractor's initial construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor's construction schedule shall be updated at least monthly. A copy of the monthly update must be submitted with each monthly Application for Payment. Receipt by Owner and Architect of the Contractor's monthly schedule update is a condition precedent to Owner's obligation to make any progress payment hereunder.

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

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

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### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of

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

### **§ 3.13 USE OF SITE**

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

### **§ 3.14 CUTTING AND PATCHING**

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

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

### **§ 3.15 CLEANING UP**

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to offset such amounts against any amounts owed Contractor or if the balance of such amounts owed is insufficient to cover the costs incurred by Owner, Owner shall be entitled to reimbursement from the Contractor for the difference and Contractor agrees to pay such difference to the Owner within 15 days of Owner's written demand.

### **§ 3.16 ACCESS TO WORK**

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

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 3.18 INDEMNIFICATION**

§ 3.18.1 To the fullest extent permitted by Florida law the Contractor shall indemnify, defend and hold harmless the Owner, Owner's officers, trustees, and directors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, liabilities, damages, losses and costs, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, a Subcontractor, anyone directly or indirectly employed or utilized by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

§ 3.18.3 The duty to defend stated in this Paragraph 3.18 (or elsewhere within the Contract Documents) is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Paragraph 3.18 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

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

§ 4.1.2 With respect to the construction administration services to be provided under this Contract by Architect, such services may be provided by the Architect, Owner's representative, or some other person or entity designated in writing by the Owner.

*(Paragraph deleted)*

### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and

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deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

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

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

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

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

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

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

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

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

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

show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 DEFINITIONS**

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

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

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

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

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

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

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

### **§ 5.3 SUBCONTRACTUAL RELATIONS**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their

respective proposed Sub-subcontractors.

#### **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 or convenience pursuant to Paragraph 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract that arise after the date of such assignment and assumption.

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

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

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

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

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

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

*(Paragraph deleted)*

##### **§ 6.2 MUTUAL RESPONSIBILITY**

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially

completed construction or to property of the Owner, separate contractors as provided in Section 10.2.5.

*(Paragraph deleted)*

#### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

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

### **ARTICLE 7 CHANGES IN THE WORK**

#### **§ 7.1 GENERAL**

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall not perform any change to the Work without first receiving a Change Order, Construction Change Directive or written directive from the Owner or Architect ordering a minor change in the Work. If Contractor proceeds with any change to the Work without this written authorization, unless Contractor has filed a written Claim notice prior to starting such work and strictly complies with the Claim procedures thereafter, Contractor will be deemed to have acknowledged and agreed that such work does not constitute a change and Contractor will be deemed to have waived any Claim it might otherwise have had regarding such work. Further, Contractor acknowledges and agrees that no course of dealings between the parties with respect to the administration of changes or Claims on this Project shall in any manner or way be deemed to waive or limit the requirements set forth under this subparagraph 7.1.1.

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

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

#### **§ 7.2 CHANGE ORDERS**

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

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

#### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.



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

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

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

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

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

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

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

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

#### § 7.4 MINOR CHANGES IN THE WORK

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

## **ARTICLE 8 TIME**

### **§ 8.1 DEFINITIONS**

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

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

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

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

### **§ 8.2 PROGRESS AND COMPLETION**

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

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

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

### **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

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

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, Contractor expressly acknowledges and agrees that with respect to those delays for which it is entitled to both an increase to the Contract Time and Contract Sum, the increase to the Contract Sum shall be limited to Contractor's actual and direct out of pocket increased field costs, which costs in no event shall exceed \$\_\_\_\_\_ per calendar day; and in no event shall Contractor be entitled to, and Contractor hereby expressly waives, any and all other delay damages, including any claims based upon increased home office expenses or lost business opportunities.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

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

### **§ 9.2 SCHEDULE OF VALUES**

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

### **§ 9.3 APPLICATIONS FOR PAYMENT**

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the

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Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

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

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

§ 9.3.4 As a condition precedent to Owner's obligation to make payment to Contractor hereunder, Contractor shall provide such documentation as Owner may require in order to confirm the proper release of all construction lien rights by Contractor and any potential lienor under Contractor (including, but not limited to, all Subcontractors, Sub-subcontractors, laborers and material suppliers), with respect to each Application for Payment submitted by Contractor.

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

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

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

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

§ 9.5.1 The Architect may withhold a Certificate for Payment or Owner may reject any such Certificate for Payment, in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's or Owner's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect or Owner are unable to

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

## § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, to the extent Owner has approved the amount certified by the Architect and subject to the terms and conditions of the Contract Documents, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

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

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

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

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

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

*(Paragraphs deleted)*

## § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. In addition, the following are conditions precedent that must be satisfied before Substantial Completion can be achieved;

1) All governmental approvals and certificates necessary for Owner's occupancy and use of the Work (provided, however, this condition precedent will be waived to the extent Contractor's failure to obtain the required governmental approvals is not in any way caused by the fault or neglect of the Contractor or anyone for whom the Contractor is responsible); and

2) Owner's receipt of all warranties, as-built drawings, operation and maintenance manuals and any other documents or materials required by the Contract Documents to be provided by Contractor upon Substantial Completion.

3) The punchlist to be attached to the Certificate of Substantial Completion having a value, as determined by the Owner, of less than \$ \_\_\_\_\_.

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

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Notwithstanding anything herein to the contrary, Owner shall be entitled to withhold one hundred fifty percent (150%) of the value of the Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when

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

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

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

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

#### § 9.10.4

*(Paragraphs deleted)*

Intentionally omitted.

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

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

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

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

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

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

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

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

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

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

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

### **§ 10.3 HAZARDOUS MATERIALS**

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless by Owner, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 Intentionally omitted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site.

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

*(Paragraph deleted)*

#### § 10.4 EMERGENCIES

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Owner shall be identified as an additional insured under all insurance required by Subparagraph 11.1.1 except for the workers' compensation insurance required under clause 11.1.1.1.

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

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

## **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner, at its election, may purchase Owner's liability insurance.

## **§ 11.3 PROPERTY INSURANCE**

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements.

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

§ 11.3.1.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles to the extent the casualty event was caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, otherwise Owner shall pay such costs.

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

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 INTENTIONALLY OMITTED.

#### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

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

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

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

#### § 11.3.7 WAIVERS OF SUBROGATION

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

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

§ 11.3.9 If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner shall have power to adjust and settle a loss with insurers.

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#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

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

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

#### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

##### **§ 12.1 UNCOVERING OF WORK**

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

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

##### **§ 12.2 CORRECTION OF WORK**

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

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

###### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4; provided, however, notwithstanding anything in the Contract Documents to the contrary, in the case of an emergency, brought about by defective or nonconforming Work of the Contractor, the Owner may proceed immediately to make the necessary repairs and charge the cost of same to the Contractor without giving any notice to the Contractor.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or

partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located. Unless otherwise provided by law, any and all litigation between the parties hereto arising out of this Contract shall be instituted and maintained in the appropriate State Court in and for Bay County, Florida, such court having sole and exclusive jurisdiction over any such matters.

### **§ 13.2 SUCCESSORS AND ASSIGNS**

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

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

### **§ 13.3 WRITTEN NOTICE**

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

### **§ 13.4 RIGHTS AND REMEDIES**

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

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

### **§ 13.5 TESTS AND INSPECTIONS**

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



applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

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

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

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

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

#### § 13.6 INTEREST

Intentionally omitted.

#### § 13.7 TIME LIMITS ON CLAIMS

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed in accordance with the terms set forth in Paragraph 14.4 of these General Conditions.

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

#### **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient.

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

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

§ 14.2.5 In the event Owner terminates Contractor pursuant to this Paragraph 14.2 and it is later determined that such termination was not proper or such termination right was not otherwise available to Owner, such termination shall be deemed a termination for convenience and Contractor's rights and remedies shall be limited to those set forth in Paragraph 14.4 of these General Conditions.

#### **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

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

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

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

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

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

- .1 cease operations as directed by the Owner in the notice;
  - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- and

- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and reasonable direct increased costs incurred by reason of such termination, but in no event shall Contractor be entitled to payment of overhead and profit on the Work not executed.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 CLAIMS**

#### **§ 15.1.1 DEFINITION**

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

#### **§ 15.1.2 NOTICE OF CLAIMS**

Claims by Contractor must be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by Contractor must be initiated by written notice of such Claim to Owner and Architect within 14 days after occurrence of the event giving rise to such Claim, unless a shorter period of time is specified by the terms of the Contract Documents.

#### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

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

#### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

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

#### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

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

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

#### **§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

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

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

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

Notwithstanding anything in this Clause 15.1.6 or any other term of the Contract Documents to the contrary, it is

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acknowledged and agreed by Contractor that expressly excluded from the above referenced waiver of consequential damages provision are any consequential damages arising out of or relating to this Contract suffered by Owner for which Contractor otherwise would be liable as provided in the following two sentences. Consequential damages are not waived by Owner to the extent such consequential damages are covered by and actually paid for by any applicable insurance. Further, with respect to such consequential damages incurred by Owner that are not actually paid for any applicable insurance, Contractor shall be liable to Owner for such consequential damages up to the total cumulative amount of the Contractor's Fee as set forth in the Contract. Accordingly, all consequential damages arising out of or relating to the Contract suffered by Owner for which Contractor is liable are waived to the extent they exceed any applicable insurance proceeds actually paid to Owner and the Contractor's Fee cumulative cap noted above. Nothing herein shall be construed as a cap or limitation on any liquidated damages Contractor may owe Owner pursuant to the terms of the Contract Documents.

§ 15.1.7 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect and approved by Owner, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Article 15. Failure of the Contractor to strictly comply with the Claim procedures herein, including all notice requirements, will be deemed a waiver of any such Claim by Contractor.

## § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement.

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

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

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

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

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

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

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

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

### § 15.3 MEDIATION

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

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

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

*(Paragraphs deleted)*

## ARTICLE 16 ADDITIONAL CONDITIONS

### § 16.1 ATTORNEY'S FEES

If any legal action or other proceeding including arbitration, is brought for the enforcement of this Contract, or because of any alleged dispute breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

§ 16.2 A failure to assert any rights or remedies available to a party under the terms of the Contract, or a waiver of the right to remedies available to a party by a course dealing or otherwise shall not be deemed to be a waiver of any other right of remedy under the Contract, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

§ 16.3 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and Architect in writing.

*(Paragraph deleted)*

# Additions and Deletions Report for AIA® Document A201™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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## PAGE 1

IFB#2-2015/2016 GCSC Phase 1 Improvements  
GCSC Panama City Campus  
Panama City, Florida

...

Gulf Coast State College(GCSC)  
5230 W. Hwy. 98  
Panama City, Florida 32401

...

Florida Architects, Inc. (PC)  
648 Florida Avenue  
Panama City, Florida 32401

## PAGE 10

### § 1.1.8 INITIAL DECISION MAKER

## PAGE 11

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

...

§ 1.5.3 To the extent Contractor generates any documents (including without limitation shop drawings, schedules, etc.) for the Project ("Contractor Instruments"), such Contractor Instruments will be deemed a "work for hire" product and Owner shall be deemed the owner of such Contractor Instruments and shall have the right to use the Contractor Instruments on the Project, including without limitation completion of the Project if this Contract is terminated for any reason. To the extent it is later determined that any Contractor Instruments are not a "work for hire" product, the parties agree to treat any Contractor Instruments as if they are a "work for hire" product. Contractor agrees to take any action necessary to transfer any and all intellectual property rights it may have with respect to any Contractor Instruments to Owner. Contractor further represents and warrants that the use of any such Contractor Instruments does not infringe upon the intellectual property rights of any third party and Contractor agrees to indemnify, defend and hold harmless the Owner, Architect, Architect's consultants and their members.

officers, agents and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including but not limited to reasonable attorneys' fees and paralegals' fees, arising out of or resulting from the use of any Contractor Instruments. The terms of this Section 1.5 shall survive the termination of this Contract.

## PAGE 12

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

### Intentionally Omitted. § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

~~§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. Intentionally Omitted.~~

...

~~§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. The Contractor will be furnished one (1) reproducible copy of the Contract Drawings and Specifications for execution of the Work. Contractor shall be responsible for making any copies it requires for its performance of the Work.~~

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ five (5) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.~~

## PAGE 13

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

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor

shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner and Architect may require.

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

...

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

#### PAGE 14

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

...

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

...

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in

no event later than ~~21~~14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

...

§ 3.7.6 Copies of any and all permits, licenses and certifications shall be delivered to the Architect and Owner as soon as they are obtained. Along with the request for final payment, the Contractor shall deliver the originals of such permits, licenses and certificates to the Architect.

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, in writing, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. The Contractor shall not proceed with any allowance work without prior written authorization from Owner or Architect.

#### PAGE 15

- .1 ~~Allowances~~allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

...

- .3 ~~Whenever~~whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's Attached to the Agreement as Exhibit is the Contractor's initial construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor's construction schedule shall be updated at least monthly. A copy of the monthly update must be submitted with each monthly Application for Payment. Receipt by Owner and Architect of the Contractor's monthly schedule update is a condition precedent to Owner's obligation to make any progress payment hereunder.

#### PAGE 16

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

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in



accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

#### PAGE 17

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to ~~reimbursement from the Contractor~~ offset such amounts against any amounts owed Contractor or if the balance of such amounts owed is insufficient to cover the costs incurred by Owner, Owner shall be entitled to reimbursement from the Contractor for the difference and Contractor agrees to pay such difference to the Owner within 15 days of Owner's written demand.

#### PAGE 18

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

...

§ 3.18.3 The duty to defend stated in this Paragraph 3.18 (or elsewhere within the Contract Documents) is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Paragraph 3.18 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

...

~~§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld. With respect to the construction administration services to be provided under this Contract by Architect, such services may be provided by the Architect, Owner's representative, or some other person or entity designated in writing by the Owner.~~

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

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed

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

#### PAGE 19

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

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

#### PAGE 20

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

...

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

...

By appropriate ~~agreement, written where legally required for validity,~~ written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such ~~rights, and shall allow to the Subcontractor,~~

unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## PAGE 21

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 or convenience pursuant to Paragraph 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. the subcontract that arise after the date of such assignment and assumption.

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

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

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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



construction.

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

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

## PAGE 22

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall not perform any change to the Work without first receiving a Change Order, Construction Change Directive or written directive from the Owner or Architect ordering a minor change in the Work. If Contractor proceeds with any change to the Work without this written authorization, unless Contractor has filed a written Claim notice prior to starting such work and strictly complies with the Claim procedures thereafter, Contractor will be deemed to have acknowledged and agreed that such work does not constitute a change and Contractor will be deemed to have waived any Claim it might otherwise have had regarding such work. Further, Contractor acknowledges and agrees that no course of dealings between the parties with respect to the administration of changes or Claims on this Project shall in any manner or way be deemed to waive or limit the requirements set forth under this subparagraph 7.1.1.

## PAGE 23

1. Costs of labor, ~~including~~ including, social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

## PAGE 24

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

...

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, Contractor expressly acknowledges and agrees that with respect to those delays for which it is entitled to both an increase to the Contract Time and Contract Sum, the increase to the Contract Sum shall be limited to Contractor's actual and direct out of pocket increased field costs, which costs in no event shall exceed \$ \_\_\_\_\_ per calendar day; and in no event shall Contractor be entitled to, and Contractor hereby expressly waives, any and all other delay damages, including any claims based upon increased home office expenses or lost business opportunities.

...

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

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

#### PAGE 25

§ 9.3.4 As a condition precedent to Owner's obligation to make payment to Contractor hereunder, Contractor shall provide such documentation as Owner may require in order to confirm the proper release of all construction lien rights by Contractor and any potential lienor under Contractor (including, but not limited to, all Subcontractors, Sub-subcontractors, laborers and material suppliers), with respect to each Application for Payment submitted by Contractor.

...

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

#### PAGE 26

§ 9.6.1 After the Architect has issued a Certificate for Payment, to the extent Owner has approved the amount certified by the Architect and subject to the terms and conditions of the Contract Documents, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

#### PAGE 27

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

#### § 9.7 FAILURE OF PAYMENT

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. In addition, the following are conditions precedent that must be satisfied before

Substantial Completion can be achieved;

1) All governmental approvals and certificates necessary for Owner's occupancy and use of the Work (provided, however, this condition precedent will be waived to the extent Contractor's failure to obtain the required governmental approvals is not in any way caused by the fault or neglect of the Contractor or anyone for whom the Contractor is responsible); and

2) Owner's receipt of all warranties, as-built drawings, operation and maintenance manuals and any other documents or materials required by the Contract Documents to be provided by Contractor upon Substantial Completion.

3) The punchlist to be attached to the Certificate of Substantial Completion having a value, as determined by the Owner, of less than \$ \_\_\_\_\_.

...

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Notwithstanding anything herein to the contrary, Owner shall be entitled to withhold one hundred fifty percent (150%) of the value of the Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### PAGE 28

~~§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~  
~~1 — liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;~~  
~~2 — failure of the Work to comply with the requirements of the Contract Documents; or~~  
~~3 — terms of special warranties required by the Contract Documents. Intentionally omitted.~~

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

#### PAGE 30

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

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

(other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. Intentionally omitted.

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

...

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

...

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Owner shall be identified as an additional insured under all insurance required by Subparagraph 11.1.1 except for the workers' compensation insurance required under clause 11.1.1.1.

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

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

## PAGE 31

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual~~ Owner, at its election, may purchase Owner's liability insurance.

...

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at



the site on a replacement cost basis ~~without optional deductibles basis~~. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

...

§ 11.3.1.3 If the property insurance requires deductibles, the ~~Owner-Contractor~~ shall pay costs not covered because ~~of such deductibles of such deductibles to the extent the casualty event was caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, otherwise Owner shall pay such costs.~~

PAGE 32

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

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

...

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

...

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

...

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

§ 11.3.9 If ~~required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for~~

convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

#### PAGE 33

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

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

...

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

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.2.4; provided, however, notwithstanding anything in the Contract Documents to the contrary, in the case of an emergency, brought about by defective or nonconforming Work of the Contractor, the Owner may proceed immediately to make the necessary repairs and charge the cost of same to the Contractor without giving any notice to the Contractor.~~

#### PAGE 34

The Contract shall be governed by the law of the place where the Project is located ~~except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4 located.~~ Unless otherwise provided by law, any and all litigation between the parties hereto arising out of this Contract shall be instituted and maintained in the appropriate State Court in and for Bay County, Florida, such court having sole and exclusive jurisdiction over any such matters.

PAGE 35

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

...

- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 ~~The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1. Documents.~~

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. executed in accordance with the terms set forth in Paragraph 14.4 of these General Conditions.

PAGE 36

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

...

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. ~~Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.~~

...

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

§ 14.2.5 In the event Owner terminates Contractor pursuant to this Paragraph 14.2 and it is later determined that such termination was not proper or such termination right was not otherwise available to Owner, such termination shall be deemed a termination for convenience and Contractor's rights and remedies shall be limited to those set forth in Paragraph 14.4 of these General Conditions.

...

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and reasonable direct increased costs incurred by reason of such termination, ~~along with reasonable~~ but in no event shall Contractor be entitled to payment of overhead and profit on the Work not executed.

...

Claims by ~~either the Owner or Contractor~~ must be initiated by written notice to the ~~other party~~ Owner and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by ~~either party must be initiated within 21~~ Contractor must be initiated by written notice of such Claim to Owner and Architect within 14 days after occurrence of the event giving rise to such Claim ~~or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~ Claim, unless a shorter period of time is specified by the terms of the Contract Documents.

...

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

...

Notwithstanding anything in this Clause 15.1.6 or any other term of the Contract Documents to the contrary, it is acknowledged and agreed by Contractor that expressly excluded from the above referenced waiver of consequential damages provision are any consequential damages arising out of or relating to this Contract suffered by Owner for which Contractor otherwise would be liable as provided in the following two sentences. Consequential damages are not waived by Owner to the extent such consequential damages are covered by and actually paid for by any applicable insurance. Further, with respect to such consequential damages incurred by Owner that are not actually paid for any applicable insurance, Contractor shall be liable to Owner for such consequential damages up to the total cumulative amount of the Contractor's Fee as set forth in the Contract. Accordingly, all consequential damages arising out of or relating to the Contract suffered by Owner for which Contractor is liable are waived to the extent they exceed any applicable insurance proceeds actually paid to Owner and the Contractor's Fee cumulative cap noted above. Nothing herein shall be construed as a cap or limitation on any liquidated damages Contractor may owe Owner pursuant to the terms of the Contract Documents.

§ 15.1.7 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect and approved by Owner, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Article 15. Failure of the Contractor to strictly comply with the Claim procedures herein, including all notice requirements, will be deemed a waiver of any such Claim by Contractor.

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



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

PAGE 39

#### **§ 15.4 ARBITRATION**

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

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

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

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

#### **§ 15.4.4 CONSOLIDATION OR JOINDER**

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

~~§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

### **ARTICLE 16 ADDITIONAL CONDITIONS**

#### **§ 16.1 ATTORNEY'S FEES**

If any legal action or other proceeding including arbitration, is brought for the enforcement of this Contract, or because of any alleged dispute breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

§ 16.2 A failure to assert any rights or remedies available to a party under the terms of the Contract, or a waiver of the right to remedies available to a party by a course dealing or otherwise shall not be deemed to be a waiver of any other right of remedy under the Contract, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

§ 16.3 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and Architect in writing.

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

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Joseph J. Sorci, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 00:24:51 on 10/08/2015 under Order No. 2477259932\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

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*(Title)*

---

*(Dated)*





**AIA®**

# Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*

### SURETY:

*(Name, legal status and principal place of business)*

### OWNER:

*(Name, legal status and address)*

District Board of Trustees of Gulf Coast State College(GCSC)  
5230 W. Hwy. 98  
Panama City, Florida 32401

### BOND AMOUNT: \$

### PROJECT:

*(Name, location or address, and Project number, if any)*

GCSC IFB#2-2015/2016 Phase 1 Campus Improvements  
GCSC Panama City Campus  
Panama City, Florida

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this      day of      ,

\_\_\_\_\_  
(Contractor as Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Witness)

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

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

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Witness)

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

Init.

## **Additions and Deletions Report for** **AIA® Document A310™ – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 00:41:49 on 10/08/2015.

### **PAGE 1**

District Board of Trustees of Gulf Coast State College(GCSC)  
5230 W. Hwy. 98  
Panama City, Florida 32401

...

*(Name, location or address, and Project number, if any)*  
GCSC IFB#2-2015/2016 Phase 1 Campus Improvements  
GCSC Panama City Campus  
Panama City, Florida

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Joseph J. Sorci, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 00:41:49 on 10/08/2015 under Order No. 2477259932\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*