

# **City of Greenville**

# PUBLIC WORKS SITE LIGHTING PHASE 2

1500 Beatty Street Greenville, NC 27834

## **PROJECT MANUAL**

City of Greenville NO. ITB 22-23-37 TEG PROJECT NO. 20230032

> ISSUE FOR BID April 5, 2023



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NC Engineering License No. C-0206 NC Architectural License No. 50213 NC Landscape Architectural License No. C-427





324 Evans Street Greenville, North Carolina 27858 252-758-3746 252-830-3954 (Fax)

#### **ELECTRICAL ENGINEER**

The East Group 324 Evans Street Greenville, North Carolina 27858 Firm Engineering License No. C-0206

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#### **TABLE OF CONTENTS**

**Professional Seal Sheet** 

#### **BIDDING DOCUMENTS**

| 0.0000 | CCCIIIEITIC                                       |
|--------|---|
| 00100  | Invitation to Bid                                 |
| 00101  | Advertisement for Bids                            |
| 00201  | City of Greenville MBE-WBE Plan                   |
| 00215  | Document Clarification Request (DCR)              |
| 00231  | Product Substitutions During Bid                  |
| 00400  | Form of Single Prime Contract Proposal – Bid Form |
| 00401  | Reference Information                             |
| 00402  | MWBE-Forms City of Greenville                     |
| 00403  | E Verify Affidavit                                |

## **CONTRACT DOCUMENTS**

00797 AIA Referenced Documents

00938 Exhibit "A" Supplementary Conditions to The Contract for Construction AIA Document A201

#### **DIVISION 1 - GENERAL REQUIREMENTS**

| 01110 | Summary of Work                     |
|-------|-------------------------------------|
| 01230 | Alternates                          |
| 01250 | Contract Modification Procedures    |
| 01290 | Payment Procedures                  |
| 01310 | Project Management and Coordination |
| 01315 | Project Meetings                    |
| 01330 | Submittal Procedures                |
| 01400 | Quality Requirements                |
| 01420 | References                          |
| 01500 | Temporary Facilities and Controls   |
| 01600 | Product Requirements                |
| 01631 | Product Substitutions               |
| 01700 | Execution Requirements              |
| 01731 | Cutting and Patching                |
| 01732 | Selective Demolition                |
| 01770 | Closeout Procedures                 |
| 01788 | Warranties and Bonds                |

## **DIVISION 2 - SITE CONSTRUCTION**

| 02120 | Erosion and Pollution Control Work |
|-------|------------------------------------|
| 02227 | Waste Material Disposal            |
| 02228 | Clean-up and Seeding               |
| 02300 | Earthwork                          |
| 02715 | Cement Concrete Pavement           |

#### **DIVISION 3 - CONCRETE**

03300 Cast-in-place Concrete

DIVISION 10 - Thru DIVISION 16 Not Used.

#### **END OF TABLE OF CONTENTS**

April 5, 2023 Table of Contents
Project No. 20230032 Page 1



#### **SECTION 00100 - INVITATION TO BID**

Sealed bids will be received by The City of Greenville up until **May 9, 2023 at 2:00 PM**, in the conference room of the City of Greenville Public Works Facility, 1500 Beatty Street, Greenville, NC 27834 for furnishing all labor, materials and equipment entering into the construction of the **City of Greenville**, **Public Works Yard Light – Phase 2,** City of Greenville No. **ITB 22-23-37**, project in accordance with the documents prepared by The East Group, PA.

The basis of the contract will be a Single Prime General Contract.

A <u>Mandatory</u> Pre-Bid Conference will be held April 18, 2023 at 10:00 AM at the job site 1500 Beatty Street, Greenville NC 27834.

A Site Visit will be <u>mandatory</u>. A site visit will be held after the Pre-Bid Conference with an additional site visit on **April 20**, **2013 at 2:00 PM** <u>by appointment only for those individuals who attended the Pre-Bid conference</u>.

A Bid Bond in the amount of 5% of the base bid will be required with each bid.

The Owner reserves the right to reject any or all bids and waive any and all defects and informalities in the submission of any bid.

**END OF SECTION 00100** 

April 5, 2023 Invitation To Bid Project No. 20230032 00100 - 1



#### **Advertisement for Bids**

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#### PUBLIC WORKS SITE LIGHTING - PHASE 2 ITB 22-23-37

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A Site Visit will be <u>mandatory</u>. A site visit will be held after the Pre-Bid Conference with an additional site visit on **April 20, 2013 at 2:00 PM** by appointment only for those individuals who attended the Pre-Bid conference.

All times are Eastern Standard Time.

Lump sum proposals will be received for the following:

Single Prime Bids will also be received for all Contract work

Complete Plans, Specifications and Contract Documents will be available free from the City of Greenville's Website at:

www.greenvillenc.gov/government/financial-services/mwbe-program/bid-opportunities

All questions regarding plans are to be referred to the engineer of record, **David Meeks**, **PE** of The East Group, P.A. via email at **david.meeks@eastgroup.com**.

The Owner reserves the right to reject any and/or all bids and to waive any and all defects and informalities in the submission of any bid.

<u>Abbreviated Written Summary:</u> Briefly and without force and effect upon the contract documents, the work of the Prime Contracts can be summarized as follows:

The installation of outside pole mounted site lighting.

All contractors must be properly licensed under the State Laws governing their respective trades.

All contractors are advised that the Owner has a minority and women participation policy for construction projects. Refer to the specifications for a detailed description of this policy.

The Owner reserves the right to reject any and/or all bids and to waive any and all defects and informalities in the submission of any bid.

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than 5 percent of the proposal. In lieu thereof a bidder may offer a bid bond of 5 percent of the bid executed by a surety company licensed under the Laws of North Carolina to execute such bond conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond, and upon failure to forthwith make payment, the surety shall pay to the obligee an amount equal to double the amount of said bond. Said deposits shall

be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.

Performance and Payment Bond will be required for one hundred percent (100%) of the contract price.

Payment will be made on the basis of ninety percent (90%) of monthly estimates and final payment made upon completion and acceptance of work.

A contractor Reference Form, listing 3 client references of similar work is required.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days.

The Owner encourages the participation of MBE and WBE firms. Refer to the project manual for specific requirements.

Signed: Wanda House,

Financial Services Manager

City of Greenville

April 5, 2023 **Advertisement for Bids Project No. 20230032** 

101 - 2

#### **POLICY STATEMENT**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts.

#### **OVERVIEW**

The City of Greenville Minority and Women Business Enterprise Program (M/WBE) is a voluntary goals program in construction, purchasing, and professional and personal services based on "good-faith efforts". These goals are established for a three-year period and achievement will be evaluated annually.

| The goals of the City for utilization of minority and women business enterprises are: |
|---|
| Minority business participation in construction services                              |
| Women business participation in construction services 6%                              |
| Minority business participation in supplies and materials purchases                   |
| Women business participation in supplies and materials purchases2%                    |
| Minority business participation in professional and personal services 4%              |
| Women business participation in professional and personal services                    |

#### I. INTRODUCTION

Efforts have been made by the City's staff to increase the amount of business the City awards to minority and women owned businesses. These efforts have produced minimal results.

In 1989, the North Carolina General Assembly amended G.S. 143-128 requiring the establishment of "verifiable percentage goals for minority business participation in contracts for the erection, construction, alteration or repair of public buildings" where the cost exceeded \$100,000.

Cities and other governmental bodies were to adopt a verifiable goal for participation by minority businesses after notice and public hearing. On December 12,1989, the City of Greenville adopted an interim Minority Business Enterprise Participation Plan with a goal of ten (10) percent participation by minority individuals and businesses until a sufficient factual data base was collected to establish verifiable goals.

The City of Greenville conducted a Utilization Study of minority businesses in the City's purchasing programs based on an appropriate pool of qualified M/WBES. The City of Greenville contracted with the North Carolina Institute of Minority Economic Development to assist the City in establishing a verifiable Minority and Women Business Enterprise Goals Plan based on the statistical evidence of the study. The City of Greenville, in setting verifiable goals for the City's M/WBE Plan, considered statistical data derived from the Utilization Study and available potential M/WBES that could perform work in the disciplines germane to the City itself. The goals of the City do not require nor provide for racially based setasides; rather they require a good faith effort by the City and its contractors to recruit and select minorities and women businesses, consistent with North Carolina General Statutes and the Constitution of the United States as interpreted by the **Croson Decision**.

#### II. ADMINISTRATION

The City Manager is authorized to take all usual and legal administrative actions necessary to implement this Plan. The ultimate responsibility for the MBE/WBE Plan's administration is assigned to the City Manager. The City Manager is either to be personally responsible or to designate a specific person to coordinate and manage this Plan. The City Manager or his designee is responsible for determining whether a contractor has complied with the provisions of this Plan or has shown good-faith effort to do so. Except for those staff services specifically assigned by this Plan to other departments, the heads of departments responsible for construction, procurement of services and materials shall be responsible to the City Manager or his designee and shall cooperate with the City Manager in implementing this Plan.

The M/WBE Plan shall apply to all contracts for construction, supplies, and

Services as specified in Sections IV through VI. The provisions of this Plan take precedence over any other department plans or procedures in conflict herewith, except specific requirements mandated by terms or conditions of agreements in force between the City and the federal government or the State of North Carolina that require different procedures than those described in this Plan. This Plan will be evaluated at the end of three years to determine its effectiveness and what adjustments are required.

#### III. DEFINITIONS

**Affirmative Action** - Specific steps to eliminate discrimination and efforts to ensure nondiscriminatory results and practices in the future, and to fully involve minority business enterprises and women business enterprises in contracts and programs.

**Bidder/Participant** - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

**Contract** - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment or service, including construction and leases, and obligating the buyer to pay for them.

**Contractor** - Any person, firm, partnership, corporation, association, or joint venture that has been awarded a public contract or lease, including every subcontract on such a contract.

**Discrimination** - To distinguish, differentiate, separate and/or segregate on the basis of age, race, religion, color, sex, national origin, handicap and/or veteran status.

**Equipment** -Includes materials, supplies, commodities, and apparatus.

**Goal** - A voluntary percentage or quantitative objective.

**Joint Venture** - An association of two or more businesses to carry out a single business enterprise for profit, for which purpose they combine their property, capital, efforts, skills, and knowledge.

**Lessee** - A business that leases, or is negotiating to lease, property from the City or equipment or services to the City of Greenville, or to the public on City property.

**Minority** - A person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black (a person having origins in any of the black racial groups of Africa);
- b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

- c. Portuguese (a person of Portuguese, Brazilian, or other Portuguese culture origin, regardless of race);
- d. Asian (a person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands); and
- e. American Indian and Alaskan Native (a person having origins in any of the original people of North America).

**MBE/WBE** - Any minority or women business enterprise.

Minority or Women Business Enterprise (MBE/WBE) - A business that is at least fifty-one (51) percent owned and controlled by minority group members or women. An MBE/WBE is **bona fide** only if the minority group or female ownership interests are real and continuing and not created solely to meet the MBE/WBE requirement. In addition, the MBE/WBE must itself perform satisfactory work or services or provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must also be **bona fide**.

## IV. PROCEDURES FOR CONSTRUCTION CONTRACTS

## A. Purpose and Application

- The general purpose of this Plan is to help develop and support Minority and Women Business Enterprises (MBE and WBE) by providing opportunities for participation in the performance of all construction contracts financed entirely with City funds.
- 2. This Plan shall apply to construction contracts when the City's estimated contract cost is \$50,000 or more, except when a contract is exempt from competitive bidding under the General Statutes of North Carolina. Contracts between \$5,000 and \$50,000 that are negotiated will also be covered.
- 3. Where contracts are financed in whole or in part with federal or state funds, including grants, loans, or other funding sources containing MBE and WBE Programs, the City will, where permitted by the grantor, meet the Plan requirements with the highest MBE/WBE goals. The City Manager will be responsible for monitoring the Plan to ensure the goals are met.
- 4. Since City construction contracts are prepared and administered by the Engineering Department and various other departments, each of these departments shall prepare such departmental procedures for bidding and outreach as are required to implement this Plan.
  - a. Within ninety (90) days of City approval of this Program, appropriate staff and equipment will be in place for full implementation.

b. The departmental procedures and contract provisions shall be in effect for all bid documents Issued after the date of the City's approval.

#### B. MBE/WBE Goals

- 1. To implement the purpose of this Plan, the goal shall be to award at least ten (10) percent of the total of all construction contract award amounts in each fiscal year in each department to MBE firms and at least four (6) percent to WBE firms.
- 2. The City Manager and/or M/WBE Plan Coordinator may determine that higher or lower goals are appropriate on a project by-project basis, where it can be shown that the type, size, or location of the project will affect the availability of MBE and WBE firms, so long as the aggregate of all contracts does not lower the annual goals.

## C. Bid Documents

- Bidders shall submit MBE/WBE information with their bids. Such information shall be subject to verification by the City prior to the awarding of the contract. The information shall include names of MBE/WBES to be used and the dollar value of each such MBE/WBE transaction.
- Contractors, subcontractors, suppliers, or MBE/WBE members of a joint venture intended to satisfy the City's MBE/WBE goals shall be certified by the State Department of Transportation (DOT) or shall be listed on another Public Agency certified list. The City may accept any of the following as alternate sources of certified MBES and WBES:
  - a. Listing in a City or certified registry established in accordance with Section IV, 0(2) of this Plan.
  - b. A self-certification form for a MBE/WBE or a MBE/WBE member of a joint venture not already listed in the Registry or certified by the State.
  - c. Evidence of certification or the self-certification form submitted to the City at or before the bid opening.

#### D. City of Greenville Responsibilities

 MBE/WBE Registry - The City will establish and maintain a registry of certified Minority and Women Business Enterprises. The purpose of the registry is to provide a resource for prime bidders on City's construction projects who intend to solicit bids from MBE and WBE subcontractors and suppliers to

meet the City's MBE and WBE goals. The registry will not constitute a recommendation or endorsement of any listed firm. The registry will be developed and maintained by advertising at least annually, for letters of interest from MBE and WBE firms and community organizations wishing to be included in the registry and notified of construction contracts and sole source contracts (one source). Advertisements will be placed in at least one newspaper of general circulation and in at least one minority newspaper in the state.

#### 2. Certification

- (a) The certification process will involve submission of a completed City certification form or inclusion on another acceptable public agency registry. All businesses must be recertified every twenty-four (24) months. The submitted form will be subject to approval by the City Manager or his designee. The City may accept proof of certification from the following:
  - North Carolina Department of Transportation
  - North Carolina Department of Administration
  - Other North Carolina cities with established certification procedures.
- (b) Certification decisions made by the City can be appealed by the applicant or a third-party challenger. Protests must be delivered to the MIWBE Office in writing or forwarded to the City Manager's Office. MBE/WBE applicants for certification with the City are allowed ten (10) days after the receipt of the certification decision to protest. A third-party challenge can be submitted at any time. Written protests will be reviewed by the City Manager, who will render a final decision.

#### 3. Certification Eligibility Standards

- (a) The eligibility of a business is determined by the ownership and control of the business.
- (b) An eligible Minority Business Enterprise owner is a citizen or lawful permanent resident of the United States, a member of a recognized ethnic or racial group, and fifty one (51) percent owner of the business.

The eligible ethnic or racial groups are:

Black

- . Hispanic
- . Portuguese
- . Asian/Pacific Islander
- . American Indian/Alaskan Native
- (c) An eligible Women Business Enterprise owner is a citizen or lawful resident of the United States and a fifty-one (51) percent owner of the business and is female.
- **4. Decertification Procedures** A firm certified as a MBE/WBE may be decertified by the City Manager or his designee after an investigation and hearing for anyone of the following reasons:
  - a. Change of Status The City Manager or his designee may decertify a MBE/WBE if he finds that the ownership or control of the business changes so that the business no longer meets the requirements of Section IV, 0(3) (b) and (c) above.
  - b.

    Failure to comply with the MBE/WBE Plan The certification of a business as a MBE/WBE may be revoked by the City Manager or his designee if he finds any of the following conditions:
    - 1. That a business has submitted inaccurate, false or incomplete information to the City;
    - 2. That in performance of a contract, a business has failed to comply with requirements of the contract with the City;
    - 3. That in performance of a contract, a business has failed to comply with MBE/WBE requirements of a contract established by a contractor with the City in response to City requirements; or
    - 4. That a business has otherwise failed to comply with the provisions of this MBE/WBE Plan.
  - c. Appeal of Decertification A business may appeal a determination to decertify as a MBE/WBE by utilizing the procedures described in Section IV, D(2) above.
- **Pre-bid Conference** The City may hold a pre-bid conference on all formal bid contracts for all prospective bidders, subcontractors, and MBE/WBES for the purpose of explaining the provisions of the MBE/WBE Plan, the process for bidding, and the contract to be performed. Available data on MBE/WBES interested and/or capable of engaging in the prospective contract

shall be made available to prospective bidders, contractors, and subcontractors.

## E. Contractor Responsibilities

- 1. The contractor (bidder) shall make good-faith efforts to encourage participation of MBE/WBES in projects prior to submission of bids in order to be considered as a responsive bidder. A good-faith effort shall include, at a minimum, specific affirmative action steps and complete documentation thereof. The following list of factors to determine good-faith effort is not exclusive or exhaustive:
  - a. Whether the bidder attended any pre-solicitation or prebid meetings, if scheduled by the City;
  - b. Whether the bidder identified and selected specific items of the project for which the contract could be performed by Minority and/or Women Business Enterprises, to provide an opportunity for participation by those enterprises (including, where appropriate, breaking down contracts into economically feasible units to facilitate MBE/WBE participation);
  - c. Whether the bidder advertised, a reasonable time before the date the bids are opened, in one or more daily or minority weekly newspaper or trade association (I.e., N.C. Minority Business Association), trade journal or other media;
  - d. Whether the bidder provided mail notice of his or her interest in bidding on the contract to at least three (3) Minority or Women Business Enterprises (for each identified sub-item of the contract) licensed to provide the specific items of the project a reasonable time prior to the opening of bids;
  - e. Whether the bidder provided interested Minority and Women Business Enterprises with information about the plans, specifications, and requirements for the selected subcontracting or material supply work;
  - f. Whether the bidder contacted the City's MIWBE Office for assistance in identifying minority and women businesses certified with the City and three (3) approved public agencies as referenced in Section IV, D(2)a;
  - g. Whether the bidder negotiated in good-faith with Minority or Women Business Enterprises and did not unjustifiably reject as unsatisfactory bids prepared by Minority or

Women Business Enterprises, as defined by the City;

- h. Whether the bidder, where applicable, advised and made efforts to assist interested Minority and Women Business Enterprises in obtaining bonds, lines of credit, or insurance required by the City or contractor;
- i. Whether the bidder's efforts to obtain Minority and Women Business Enterprise participation could reasonably be expected by the City to produce a level of participation sufficient to meet the goals of the City.

Bidders are cautioned that even though their submittal indicates they will meet the MBE/WBE goals, they should document their good-faith efforts and be prepared to submit this information to protect their eligibility for award of the contract in the event the City questions whether the good-faith requirement has been met.

Performance of MBE and WBE Subcontractors and Suppliers The MBE/WBES listed by the contractor on the Schedule of MBE/WBE Participation, which are determined by the City to be certified, shall perform the work and supply the materials for which they are listed unless the contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials from other sources.

The contractor shall enter into and supply copies of fully executed subcontracts with each MBE/WBE listed on the "Bidder MBE/WBE Information" form to the City's MIWBE Plan Coordinator after award of the contract and prior to the issuance of a Notice to Proceed. Any amendments to the subcontracts shall be submitted to the MIWBE Office within five (5) days of execution.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

- a. The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the contractor.
- b. The listed MBE/WBE becomes bankrupt or insolvent.
- C. The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

d. The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

## F. Awarding of Contracts

- If a construction contract is to be awarded, it shall be awarded in accordance with North Carolina General Statutes to the lowest responsible bidder who complies with all of the prescribed requirements and either:
  - a. Made a good-faith effort to comply with these goals and requirements before the time bids are opened as described above. Where a good-faith effort is claimed by the apparent lowest responsible bidder, the bidder shall be required to submit documentation WITHIN TWENTY-FOUR (24) HOURS OF THE CITY'S NOTIFICATION, which in most instances will occur the day of bid opening to show that the criteria for good-faith efforts have been met, or
  - b. Once a firm is determined to be an eligible MBE/WBE, and before the contract is awarded, the total dollar value to be paid to the MBE/WBE shall be evaluated by the MIWBE Office to ensure that it is in accordance with the bidder's proposal.

If the evaluation shows that the bidder has misrepresented MBE/WBE participation or has not made a good-faith effort to meet the contract goals for MBE and WBE participation, the bidder may be disqualified.

## G. Counting MBE/WBE Participation Toward Meeting the Goals -

The degree of participation by MBE/WBE contractors, subcontractors, suppliers, or joint-venture partners in contract awards shall be counted in the following manner:

- 1. Once a firm is determined to be an eligible MBE/WBE contractor in accordance with this Plan, the total dollar value of the contract awarded to the MBE/WBE is counted as participation.
- 2. The goals can be met by any certified MBE/WBE contractor, subcontractor, supplier, trucker, or joint venture partner as listed in the City and agency directory. All MBE/WBES used to meet the goal must be certified by the City or an approved agency at the time of bid opening. Only certified firms listed in the directory can be

- counted toward the goal. The standard for certification is set forth in this Plan.
- 3. The total dollar value of a contract with a business owned and controlled by a minority woman is counted toward either the minority goal or the goal for women, but not toward both. The contractor or City employing the firm may choose the goal to which the value is applied.
- 4. In the case of a joint venture, the joint venture recipient or contractor may count toward its MBE/WBE goals a portion of the total dollar value of the contract that the MBE/WBE partner's participation in the joint venture represents. Credit will be given equal to the minority partner's percentage of ownership in the joint venture. A MBE/WBE joint-venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control.
- 5. A recipient or contractor may count toward its MBE/WBE goals only expenditures to MBE/WBE whose ownership interests are real and continuing and not created solely to meet the City's goals for participation, and that perform a commercially useful function in the work of a contract. A MBE/WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a MBE/WBE is performing a commercially useful function. the M/WBE Office shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. Consistent with normal industry practices, an MBE/WBE may enter into subcontracts. If a MBE/WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. Evidence to rebut this presumption may be presented to the City. The MBE/WBE may present evidence to rebut this presumption. The M/WBE Office's decision on the rebuttal of this presumption is subject to review by the City Manager or his designated representative. Once a firm is determined to be an eligible MBE/WBE in accordance with this section, the total dollar value of the contract awarded to MBE/WBE is counted toward the applicable MBE/WBE goals, except as provided in the provisions of this section.

- 6. A contractor may count toward its MBE/WBE goals expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
- H. Documentation of Attainment of MBE/WBE Participation Requirements - In order that the City Manager may make a recommendation to the City as to the responsiveness of bidders, bidders shall be required to submit the following information on each MIWBE-related subcontract:
  - A description of the subcontract and purchase(s) of significant equipment and supplies to be used to perform the subcontract or prime contract, including the name and address of each MBE/WBE firm selected, and the name and telephone number of a contact person;
  - 2. The dollar amount of participation of each MBE/WBE;
  - 3. A statement of intent from the MBE/WBE subcontractor or material supplier as
    - a. Identified in Section IV, H(1) above that they intend to contract or supply the materials, or
    - b. Sworn statements, with appropriate documentation, showing that the contractor made a good-faith effort to comply with the MBE/WBE Plan in accordance with Section IV, E of this Plan.

#### VII. GRIEVANCE PROCEDURE

Any participant feeling himself/herself aggrieved by implementation of the MBE/WBE Program may present such grievance to the City. The grievance (except for certification as a MBE/WBE) shall be first discussed with the responsible operating department. If the grievance is not resolved, a written description of the grievance with appropriate supporting evidence shall be presented to the M/WBE Program Coordinator. The M/WBE Program Coordinator will review the grievance and supporting evidence and make a written response to the participant within ten (10) working days. In the event the participant is not satisfied, said participant may appeal the grievance by filing a written description thereof and supporting evidence with the City Manager. The City Manager shall hear the grievance within ten (10) working days and shall make a decision thereon, which shall be final.

#### **SECTION 00215 - DOCUMENT CLARIFICATION REQUEST (DCR)**

#### **PART 1 - GENERAL**

#### 1.1 DESCRIPTION OF WORK

- A. Work Specified This Section:
  - 1. This Section specifies administrative and procedural requirements for disposition of Document Clarification Request (DCRs) during the Bidding Phase.

#### 1.2 SUBMITTALS

- A. Submit each request (DCR) on the form included this in section.
- B. Provide only one request on each form.

#### PART 2 - PRODUCTS (NOT APPLICABLE)

#### **PART 3 - EXECUTION**

#### 3.1 CONDITIONS:

- A. Submit requests to the Architect as soon as possible.
- B. DCRs will be received up to seven (7) calendar days prior to the Bid date. DCRs received after that date will not be reviewed.

#### 3.2 ARCHITECT'S ACTION:

- A. The Architect will review the information requested.
  - 1. If, after researching the issue, if the information is found within the Contract Documents, then no formal response will be forth coming.
- B. The Architect's response will be in the space provided on the DCR form included this in section.

## 00215 - DOCUMENT CLARIFICATION REQUEST (DCR)

| DOCUMENT CLARIFICATION REQUEST                           | Date:         |
|--|---------------|
| Attention: David Meeks, PE                               | Submitted By: |
| The East Group, PA                                       |               |
| 324 Evans Street<br>Greenville NC 27858                  |               |
|  |               |
| Subject:   |               |
| Specification Number:                                    |               |
| Drawing Sheet Number:                                    |               |
| INFORMATION REQUESTED                                    |               |
|  |               |
|  |               |
|  |               |
|  |               |
|  |               |
|  |               |
| Signed:  |               |
|  |               |
| RESPONSE   |               |
| □ See Drawings/Specifications                            |               |
| <ul><li>See Addenda to be issued</li><li>Other</li></ul> |               |
|  |               |
|  |               |
|  |               |
|  |               |
|  |               |
| Answered By:   | Date:         |

**END OF DOCUMENT 00215** 

#### **SECTION 00231 - PRODUCT SUBSTITUTIONS DURING BID**

#### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

#### A. Work Specified This Section:

1. This Section specifies administrative and procedural requirements for submitting requests for substitutions prior to Bid.

#### 1.2 SUBMITTALS

## A. Substitution Request Submittal:

- 1. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
- 2. Provide complete documentation showing compliance with the requirements for substitutions, and the following information:
  - a) Original copies of Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
  - b) Samples.
  - c) A detailed point by point comparison of the proposed substitution and the specified product detailing the significant qualities of both products. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
  - d) Ensure the product fits in the designated space.
  - e) The manufacturer or fabricator shall certify or guarantee the specified product as required by the Documents.
  - f) The substitution is in compliance with applicable code requirements.
  - g) Coordination information:
    - 1) Including a list of changes or modifications required to other parts of the Work and to construction performed by the Owner and separate Contractors, which will become necessary to accommodate the proposed substitution.
  - h) Certification by the Bidder that the substitution proposed is equal-to or better in every significant respect to that required by the Documents, and that it will perform adequately in the application indicated.

#### B. Architect's Action:

- 1. After receipt of the request for substitution, the Architect may request additional information or documentation for evaluation.
- 2. If a proposed substitute is accepted, it will be indicated in an upcoming Addendum.
- 3. Architect's decision is final and such reasons, if not approved, will not be furnished.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

**END OF SECTION 00231** 



#### **BID FORM**

TO: City of Greenville herein called "OWNER"

1. Pursuant to and in compliance with the invitation to bid and the proposed Contract Documents relating to construction of:

# City of Greenville PUBLIC WORKS YARD LIGHTING - PHASE 2 ITB 22-23-38 Greenville, North Carolina

the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time allowed and in strict accordance with proposed Contract Documents, including furnishing any and all labor and materials, and to do all of the work required to construct and complete said Work in accordance with the Contract Documents, for the following sum of money:

| Single Prime Bid: BIDDER'SCOMPANY NAME: |                         |     |     |   |  |
|---|-------------------------|-----|-----|---|--|
| BASE BID                                |                         | (\$ |     | ) |  |
|   | l                       |     |     |   |  |
| Add Alternate No. 2                     |                         | (\$ |     |   |  |
| LIST OF SUBCONTI                        |                         |     |     |   |  |
|   | NAME OF COMPANY/ADDRESS |     | BID |   |  |
|   |                         |     |     |   |  |
|   |                         |     |     |   |  |
|   |                         |     |     |   |  |
|   |                         |     |     |   |  |
|   |                         |     |     |   |  |
|   |                         |     |     |   |  |
|   |                         |     |     | 1 |  |

ATTACH CHECK, CASH OR BID BOND TO THIS PROPOSAL.

- 2. I understand that the Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of 60 days from the date prescribed for its opening.
- 3. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within 45 days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the Contract Documents to Owner in accordance with this bid accepted, and will also furnish and deliver proof of insurance coverage, all within ten days after deposit in the mails of the notification of acceptance of this bid.
- 4. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
- 5. The bidder acknowledges receipt of the following Addenda and has incorporated bid revisions in this bid proposal.

| Addendum No. | Dated | Received | Addendum No. | Dated | Received |
|--------------|-------|----------|--------------|-------|----------|
|              |       |          |              |       |          |
|              |       |          |              |       |          |
|              |       |          |              |       |          |
|              |       |          |              |       |          |

6. Construction Time: The undersigned agrees if he is the successful bidder to commence work under this contract on a date to be specified by the Owner and to fully complete all work on the Project within the following period set forth below.

**120** Consecutive Calendar Days

- 7. The bidder further agrees that the Owner has the right to withhold from compensation otherwise to be paid the amount of five hundred dollars (\$500.00) per day that the work is not completed after the completion date defined above as liquidated damages reasonably determined to be incurred by the Owner as a result of such delay.
- 8. The names of all persons interested in the foregoing bid as principals are:

| IMPORTANT NOTICE: If bidder or other interested persons is a corporation, give legal name of corporation, state in where incorporated, and names of president and secretary; if a partnership, give names of firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last names in full.) |
|--|
|  |
| Licensed in accordance with an act for the registration of contractors, and with N.C. license number   |
| Sales and use tax registration number .  |

April 5, 2023 Project No. 20230032

#### Iran Divestment Act -

Vendor/Bidder certifies that:

- It is not on the Iran Final Divestment List created by the NC State Treasurer pursuant to N.C.G.S. 147-
- ii. It will not take any actions causing it to appear on said list during the term of any contract with the City
- iii. It will not utilize any subcontractor to provide goods and services hereunder that is identified on said

#### E-Verify Compliance -

Bidder/Proposer acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina Law and the provisions of the Contract Documents. The Bidder/Proposer represents that the Bidder/Proposer and it's Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.

| nature of Bidder   |  |  |
|--|--|--|
| uthorized to sign contracts on be<br>m together with the signature | ehalf of the corporati   | on. If bidder is a partnership, set forth  |
|  | -  |  |
|  | -  | (Corporate Seal)   |
|  | Date of proposal:  |  |
|  | uthorized to sign contracts on boom together with the signature rship. | a corporation, set forth the legal name of the corporation to sign contracts on behalf of the corporation together with the signature of the partner or parship. |



#### REFERENCE INFORMATION

All bidders must provide a list of three (3) client references of similar work. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Contractor must provide the information below with their bid sheet.

| 1. | NAME:            |                  |
|----|------------------|------------------|
|    | CONTACT PERSON:  |                  |
|    | PHONE NUMBER:    | MOBILE PHONE NO. |
|    | EMAIL:           | BUSINESS FAX NO. |
| 2. | COMPANY<br>NAME: |                  |
|    | CONTACT PERSON:  |                  |
|    | PHONE NUMBER:    | MOBILE PHONE NO. |
|    | EMAIL:           | BUSINESS FAX NO. |
| 3. | COMPANY<br>NAME: |                  |
|    | CONTACT PERSON:  |                  |
|    | PHONE NUMBER:    | MOBILE PHONE NO. |
|    | EMAIL:           | BUSINESS FAX NO. |

## **CONTRACTOR INFORMATION**

Contractor must provide the information below with the bid sheet.

## PROSPECTIVE CONTRACTOR DATA FORM

| COMPANY NAME:                       |                  |  |  |  |
|-------------------------------------|------------------|--|--|--|
| ADDRESS:                            |                  |  |  |  |
| PHONE NUMBER:                       | MOBILE PHONE NO. |  |  |  |
| EMAIL:                              | BUSINESS FAX NO. |  |  |  |
| TAX ID#:                            |                  |  |  |  |
| Corporation Or Partn                | ership:          |  |  |  |
| Number of Years in E                | Business:        |  |  |  |
| Number of Years in Greenville Area: |                  |  |  |  |
| Number of Permanent Employees:      |                  |  |  |  |
| Number of Part-time Employees:      |                  |  |  |  |

# City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise (MWBE) Program

City of Greenville
Construction Guidelines and Affidavits
\$100,000 and above

These instructions shall be included with each bid solicitation.

# City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

## \$100,000 and Construction Guidelines for MWBE Participants

#### **Policy Statement**

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

#### **Goals and Good Faith Efforts**

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

|                                 | C   | CITY |  |
|---------------------------------|-----|------|--|
|                                 | MBE | WBE  |  |
| Construction This goal includes | 10% | 6%   |  |
| Construction Manager at Risk.   |     |      |  |

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only. Firms qualifying as "WBE" for City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a "WBE" and "MBE" may only satisfy the "MBE" requirement. Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other. A complete database of NC HUB certified firms may be found at <a href="http://www.doa.nc.gov/hub/">http://www.doa.nc.gov/hub/</a>. An internal database of firms who have expressed interest to do business with the City and GUC is available at <a href="http://www.greenvillenc.gov">www.greenvillenc.gov</a>. However, the HUB status of these firms <a href="must">must</a> be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. <a href="Please">Please</a> note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE's listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive <u>prior authorization</u> from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

Attach to Bid At

#### Instructions

| The Bid  | der shall provide with the bid the following documentation:   |
|--|---|
|  | Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive) |
|  | Affidavit A (if subcontracting)   |
| OR   |   |
|  | Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive) |
| □<br>cost)   | Affidavit B (if self-performing; will need to provide documentation of similar projects in scope, scale and                                       |
| Within 72 hours or 3 business days after notification of being the <u>apparent low bidder</u> who is subcontracting anything must provide the following information: |   |
|  | Affidavit C (if aspirational goals are met or are exceeded)   |
| OR   |   |
|  | Affidavit D (if aspirational goals are <u>not</u> met)  |
| After a  | ward of contract and prior to issuance of notice to proceed:  |
|  | Letter(s) of Intent or Executed Contracts   |
| **With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to <a href="MWBE">MWBE</a> subcontractors.      |   |
| ala ala ala a  |   |

\*\*\*If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form.

Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.

#### **Minimum Compliance Requirements:**

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

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Attach to Bid Identification of Minority/Women Business Participation (Name of Bidder) do hereby certify that on this project, we will use the following minority/women business enterprises as construction subcontractors, vendors, suppliers or providers of professional services. Firm Name, Address and Phone # Work type \*MWBE Category \*MWBE categories: Black, African American (B), Hispanic, Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D) If you will not be utilizing MWBE contractors, please certify by entering zero "0"

The total value of MBE business contracting will be (\$)\_\_\_\_\_\_.

The total value of WBE business contracting will be (\$)

Attach to Bid Attach to Bid

## City of Greenville AFFIDAVIT A - Listing of Good Faith Efforts

| •   | I IBAVII A-LISUIIŞ  | , c. coc                          | i i didi Liio                             | 110  |
|---|---|-----------------------------------|---|--|
| County of   | <br>(Name of Bide   | der)                              |   |  |
| Affidavit of  | ,   | •                                 |   |  |
| I have made   | a good faith effort to comply   | under the fo                      | ollowing areas                            | checked:                                   |
|   | east 50 points from the quantum of the contraction | •                                 | efforts listed                            | for their bid to be                        |
| that were known to the co                                       | inority businesses that reasona<br>ontractor, or available on State<br>otified them of the nature and s   | or local gove                     | rnment maintain                           | ed lists, at least 10 days                 |
| 2(10 pts) Made the con<br>minority businesses, or pr            | struction plans, specifications roviding these documents to the   | and requirem<br>nem at least 1    | ents available fo<br>0 days before th     | or review by prospective e bids are due.   |
| 3 – (15 pts) Broken down<br>participation.                      | or combined elements of work  | k into econom                     | nically feasible u                        | nits to facilitate minority                |
|   | minority trade, community, or or Businesses and included in the sinesses.   |                                   |   |  |
| 5 – (10 pts) Attended pre                                       | bid meetings scheduled by the   | e public owner                    | ۲.  |  |
| ■ 6 – (20 pts) Provided ass<br>or insurance for subcontra       | istance in getting required bon actors.   | nding or insura                   | ance or provided                          | alternatives to bonding                    |
| unqualified without sound                                       | good faith with interested min<br>reasons based on their capab<br>d have the reasons documente  | oilities. Any re                  |   |  |
| capital, lines of credit, or j<br>credit that is ordinarily red | istance to an otherwise qualific<br>oint pay agreements to secure<br>juired. Assisted minority busin<br>to help minority businesses in  | e loans, suppli<br>nesses in obta | ies, or letters of ເ<br>nining the same ເ | credit, including waiving                  |
|   | int venture and partnership are minority business participation   |                                   |   |  |
| 10 - (20 pts) Provided qui meet cash-flow demands.              | ick pay agreements and policie  | es to enable n                    | ninority contracto                        | ors and suppliers to                       |
| Identification of Minority/Wobe executed with the Owne          | ent low bidder, will enter into<br>comen Business Participation<br>er. Substitution of contracto<br>cutory provision will constitut   | n schedule c<br>rs must be ir     | conditional upor<br>n accordance v        | n scope of contract to with GS143-128.2(d) |
|   | ertifies that he or she has re<br>zed to bind the bidder to the   |                                   |   |  |
| Date <u>:</u> Nam   | e of Authorized Officer:  |                                   |   |  |
|   | Signature:  |                                   |   |  |
|   | Title:  |                                   |   |  |
| SEAL State  |   |                                   |   |  |
| State   | of, County of   | n<br>this                         | day of                                    | 20   |
|   | ry Public   |                                   |   | 20   |
|   | ommission expires   |                                   |   |  |

MBForms 2002-Revised July 2010 Updated 2019 Attach to Bid Attach to Bid

# City of Greenville --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce

| County of  | Contract with <u>Own</u> Worklorce.   |
|--|---|
| Affidavit of   |   |
| / lindavit oi  | (Name of Bidder)  |
| I hereby certify that it is our intent to per                                      | form 100% of the work required for the  |
|  | contract.   |
| (Name of Pr  |   |
|  | tates that the Bidder does not customarily subcontract elements ms and has the capability to perform and will perform <u>all</u> h his/her own current work forces; and |
| The Bidder agrees to provide any additional support of the above statement.        | onal information or documentation requested by the owner in   |
| The undersigned hereby certifies that he Bidder to the commitments herein contains | e or she has read this certification and is authorized to bind the sined.   |
| Date:Name of Authorized  | l Officer:  |
| Si   | gnature:  |
| SEAL   | Title:  |
| State of, Cou  | nty of  |
| Subscribed and sworn to before me this   | day of20  |
| Notary Public  |   |
| My commission expires  |   |

Do not submit with bid Do not submit with bid Do not submit with bid

# City of Greenville - AFFIDAVIT C - Portion of the Work to be

| Ossertus   |                        | Performed by             | MWBE Firms              |
|--|------------------------|--------------------------|-------------------------|
| County of  | the engage             | t lawast vaan anaible v  | roononoiro biddon)      |
| (Note this form is to be submitted only by   |                        |                          |                         |
| If the portion of the work to be executed by M COG/CITY MWBE Plan sec. III is equal to or  |                        |                          |                         |
| the bidder must complete this affidavit. This a  | affidavit shall        | be provided by the app   | arent lowest            |
| responsible, responsive bidder within 72 hour  | <u>rs</u> after notifi | cation of being low bidd | er.                     |
| Affidavit of   |                        | I do her                 | eby certify that on the |
| (Name of   | Bidder)                |                          | , ,                     |
| (Project Name)   |                        |                          |                         |
| Project ID#  | Amou                   | nt of Bid \$             |                         |
| I will expend a minimum of% of the total dollar amount of the contract with minority business enterprises and a minimum of % of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.  Attach additional sheets if required   |                        |                          |                         |
| Name and Phone Number  | *MWBE                  | Work description         | Dollar Value            |
|  | Category               |                          |                         |
|  |                        |                          |                         |
|  |                        |                          |                         |
|  |                        |                          |                         |
|  |                        |                          |                         |
|  |                        |                          |                         |
|  |                        |                          |                         |
|  |                        |                          |                         |
| *Minority categories: Black, African American ( <b>B</b> ), Female ( <b>F</b> ) Socially and Eco   |                        |                          |                         |
| Pursuant to GS143-128.2(d), the undersigned work listed in this schedule conditional upon this commitment may constitute a breach of the schedule conditional upon the commitment may constitute a breach of the schedule conditional upon the schedul | execution o            |                          |                         |
| The undersigned hereby certifies that he or shauthorized to bind the bidder to the commitme  |                        |                          | ment and is             |
| Date: Name of Authorized Office  | er:                    |                          |                         |
| Signatu  | re:                    |                          |                         |
| ( SEAL ) Tit   | le:                    |                          |                         |
| State of   | , Coun                 | ty of                    |                         |
| Subscribed and sworn to Notary Public  |                        | ty ofday of              | 20                      |
| My commission expires_   |                        |                          |                         |
| MRForms 2002   |                        |                          |                         |

MBForms 2002-Revised July 2010 Updated 2019

## City of Greenville AFFIDAVIT D - Good Faith Efforts

| County of   |  |  |                             |
|---|--|--|-----------------------------|
| (Note this form is to be submitted only by  | the apparent lowe                              | est responsible, respon  | sive bidder.)               |
| If the goal of 16% participation by minorit provide the following documentation to the  |  |  | Bidder shall                |
| Affidavit of  |  | l do he  | ereby certify               |
| that on the (Nan  | ne of Bidder)                                  |  |                             |
| Project ID#   |  | nt of Bid \$   |                             |
| I will expend a minimum of% o business enterprises and a minimum of women business enterprises. Minority/w subcontractors, vendors, suppliers or prosubcontracted to the following firms listed | % of the to omen businesses widers of professi | otal dollar amount of the will be employed as conal services. Such w | e contract with onstruction |
| Name and Phone Number   | *MWBE<br>Category                              | Work description   | Dollar Value                |
|   |  |  |                             |
|   |  |  |                             |
|   |  |  |                             |
|   |  |  |                             |

\*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

**Examples** of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
  - E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the

Do not submit with the bid Do not submit with the bid Do not submit with the bid next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

| Date <u>:</u> | Name of Authorized Officer:                  |    |
|---------------|--|----|
|               | Signature:                                   |    |
| SEAL          | Title:                                       |    |
|               | State of, County of                          |    |
| SLAL          | Subscribed and sworn to before me thisday of | 20 |
|               | Notary Public                                |    |
|               | My commission expires                        |    |

## LETTER OF INTENT **MWBE Subcontractor Performance**

Please submit this form or executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.

|   | (Project Name)               |                           |                       |  |
|---|------------------------------|---------------------------|-----------------------|--|
| TO:   |                              |                           |                       |  |
|   | (Name of Prime Bidde         | r/Architect)              |                       |  |
| The undersigned intends to perform  | n work in connection wi      | th the above project a    | s a:                  |  |
| Minority Business Enterprise  |                              | Women Business Enterprise |                       |  |
| The MWBE status of the undersign Businesses (required) Yes                |                              | office of Historically U  | Jnderutilized         |  |
| The undersigned is prepared to perf services in connection with the above |                              |                           | materials or          |  |
| Vork/Materials/Service Provided   | Dollar Amount of<br>Contract | Projected Start           | Projected End<br>Date |  |
|   | Contract                     | Date                      | Date                  |  |
|   |                              |                           |                       |  |
|   |                              |                           |                       |  |
|   |                              |                           |                       |  |
|   |                              |                           |                       |  |
|   |                              |                           |                       |  |
|   | (Date)                       |                           |                       |  |
|   |                              |                           |                       |  |
| (Address)   | <del></del>                  | (Name & Phone No. of N    | MWBE Firm)            |  |
|   |                              |                           |                       |  |
| (Name & Title of Authorized Representati                                  | ve of MWBE) (Signatu         | are of Authorized Represe | entative of MWBE)     |  |
| MBForms 2002-   | -3-                          |                           |                       |  |

DDOIECT

## REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

| Project:   |  |  |
|--|--|--|
| Bidder or Prime Contractor:                                  |  |  |
| Name & Title of Authorized Representative:                   |  |  |
| Address:   | Phone #:   |  |
|  | Email Address:   |  |
| <b>Total Contract Amount (including ap</b>                   | proved change orders or amendments): \$  |  |
| Name of subcontractor:                                       |  |  |
| Good or service provided:                                    |  |  |
| Proposed Action:   |  |  |
| Replace subcontractor Perform work with own forces           |  |  |
| For the above actions, you must provide reason):             | e one of the following reasons (Please check applicable  |  |
| The listed MBE/WBE, after having execute a written contract. | had a reasonable opportunity to do so, fails or refuses to   |  |
| The listed MBE/WBE is bankrupt or                            | r insolvent.   |  |
| The listed MBE/WBE fails or refuse materials.                | es to perform his/her subcontract or furnish the listed  |  |
|  | abcontractor is unsatisfactory according to industry the plans and specifications; or the subcontractor is progress of the work. |  |
|  |  |  |

| If <u>replacing</u> subcontractor:   |   |
|--|---|
| Name of replacement subcontractor:   |   |
| The MWBE status of the contractor is certified by the NC Office Businesses (required)YesNo   | e of Historically Underutilized                 |
| Dollar amount of original contract \$  |   |
| Dollar amount of amended contract \$   |   |
| Other Proposed Action:   |   |
| <del></del>  | Add additional subcontractor<br>Other           |
| Please describe reason for requested action:   |   |
| If adding* additional subcontractor:  The MWBE status of the contractor is certified by the NC Office Businesses (required). YesNo  *Please attach Letter of Intent or executed contract document  Dollar amount of original contract \$  Dollar amount of amended contract \$ | e of Historically Underutilized                 |
|  | Interoffice Use Only: ApprovalYN Date Signature |

-5-

| Pay Application No |
|--------------------|
| Purchase Order No  |

# **Proof of Payment Certification**MWBE Contractors, Suppliers, Service Providers

| Project Name:                             |  |   |   |                           |
|---|--|---|---|---------------------------|
| Prime Contractor:                         |  |   |   |                           |
| Current Contract Amount (including change | orders): \$  |   |   |                           |
| Requested Payment Amount for this Period: | \$   |   |   |                           |
| s this the final payment?YesNo            |  |   |   |                           |
| Firm Name                                 | MWBE<br>Category*                                      | Total Amount Paid from<br>this Pay Request  | Total Contract Amount (including changes)                   | Total Amount<br>Remaining |
|   |  |   |   |                           |
|   |  |   |   |                           |
|   |  |   |   |                           |
|   |  |   |   |                           |
| *Minority categories: Bla<br>Fe           | ck, African American<br>male ( <b>F</b> ) Socially and | ( <b>B</b> ), Hispanic or Latino ( <b>L</b> ), Asian Al<br>Economically Disadvantaged ( <b>S</b> ) Di | merican ( <b>A</b> ) American Indian<br>sabled ( <b>D</b> ) | ı ( <b>I</b> ),           |
| Date:                                     |  | Certified By: _   | Nam   |                           |
|   |  |   | Ivalii  | C                         |
|   |  | -   | Title   | е                         |
|   |  | -   | Signa   | uture                     |



| STAT   | OF NORTH CAROLINA  |
|--------|--|
| CITY   | AFFIDAVIT<br>OF GREENVILLE   |
| *****  | *******  |
| I,     | (the individual attesting below), being duly authorized by and on behalf of  |
|        | (the entity bidding on project hereinafter "Employer") after first being duly  |
| sworn  | hereby swears or affirms as follows:   |
|        | Employer understands that <u>E-Verify</u> is the federal E-Verify program operated by the United States Department neland Security and other federal agencies, or any successor or equivalent program used to verify the work zation of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5). |
| 2.     | Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in  |
| the Ur | ited States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-  |
| 26(a). |  |
| 3.     | Employer is a person, business entity, or other organization that transacts business in this State and that  |
| emplo  | s 25 or more employees in this State. (mark Yes or No)   |
|        | a. YES, or   |
|        | b. NO  |
| 4.     | Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project  |
| Emplo  | yer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.   |
| This _ | day of,  |
| •      | ure of Affiant<br>r Type Name:   |
| State  | of North Carolina City of Greenville   |
| Signe  | of North Carolina City of Greenville  d and sworn to (or affirmed) before me, this the  day of,  ommission Expires:  |
|        | day of,  |
| Му С   | ommission Expires:   |

Notary Public



## A.I.A. DOCUMENT A310 BID BOND

- The American Institute of Architects 1735 New York Ave., N.W. Washington, D.C. 20006
- AIA North Carolina 14 East Peace St. Raleigh, NC 27604
- The East Group Architecture, P.A.
   324 Evans St.
   Greenville, NC 27858

# DOCUMENT A312 PERFORMANCE BOND LABOR AND MATERIAL PAYMENT BOND

- The American Institute of Architects 1735 New York Ave., N.W. Washington, D.C. 20006
- AIA North Carolina
   14 East Peace St.
   Raleigh, NC 27604
- The East Group Architecture, P.A.
   324 Evans St.
   Greenville, NC 27858

## A.I.A. DOCUMENT A701 INSTRUCTIONS TO BIDDERS 1997 EDITION

- The American Institute of Architects 1735 New York Ave., N.W. Washington, D.C. 20006
- AIA North Carolina
   14 East Peace St.
   Raleigh, NC 27604
- The East Group Architecture, P.A.
   324 Evans St.
   Greenville, NC 27858

## A.I.A. DOCUMENT A101 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR 1997 EDITION

- The American Institute of Architects 1735 New York Ave., N.W. Washington, D.C. 20006
- AIA North Carolina
   14 East Peace St.
   Raleigh, NC 27604
- The East Group Architecture, P.A.
   324 Evans St.
   Greenville, NC 27858

# A.I.A. DOCUMENT A201 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION 1997 EDITION

- The American Institute of Architects 1735 New York Ave., N.W. Washington, D.C. 20006
- AIA North Carolina
   14 East Peace St.
   Raleigh, NC 27604
- The East Group Architecture, P.A.
   324 Evans St.
   Greenville, NC 27858



# SUPPLEMENTARY CONDITIONS TO GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AIA DOCUMENT A201 – 2017 EDITION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract Construction", AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

## ARTICLE 3 CONTRACTOR

## 3.5 WARRANTY

**3.5.3** Add the following Subparagraph: "The Contractor will assign to the Owner at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties."

### 3.6 TAXES

**3.6.2** Add the following Subparagraph: "North Carolina and county sales taxes are included within the Contract Sum and are not in addition to the Contract Sum. The Contractor shall make a monthly accounting of the taxes paid so the Owner may file for reimbursement."

## 3.18 INDEMNIFICATION

**3.18.1** After the words "(other than the Work itself)" delete "but only to the extent caused by the negligent acts or omissions" and substitute "caused by acts or omissions of".

## ARTICLE 5 SUBCONTRACTORS

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

**5.2.3** Delete the 2<sup>nd</sup> sentence and substitute: "If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum shall be increased by the lesser of the following: (1) the difference between the subcontract amount proposed by the person or entity recommended by the Contractor and the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Architect; or (2) the amount by which the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Architect exceeds the amount set forth in the Schedule of Values, if any, which is applicable to the Work covered by such subcontract."

## 5.3 SUBCONTRACTUAL RELATIONS

Add at the end of the Subparagraph, add: "The agreement between the Contractor and Subcontractor shall include but are not limited to the requirements of liability insurance and workers' compensation insurance either as part of the Contractor's policies or by separate policy provided by the Subcontractor, an indemnification agreement for injuries or damages caused by the acts or omissions of the Subcontractor, and that no privity exists between the Subcontractor and the Owner."

## ARTICLE 7 CHANGES IN THE WORK

### 7.1 GENERAL

**7.1.3** At the end of the Subparagraph, add: "Except as permitted in Paragraph 7.3 and Subparagraph 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents."

## 7.2 CHANGE ORDERS

**7.2.2** Add the following Subparagraph: "Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contact Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents."

## 7.3 CONSTRUCTION CHANGE DIRECTIVES

**7.3.11** Add the following Subparagraph: "The term, "allowance for overhead and profit," wherever mentioned in this Contract, shall be limited by the following conditions:

"Overhead Costs" shall include the following: Supervision, superintendent, wages of timekeepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost" as defined in Subparagraph 7.3.6 and including all costs associated with time extensions granted as a part of change orders.

Overhead and profit shall not exceed 15% of the value of labor and material for Work performed by the Contractor. If the work is performed by a Subcontractor, the Contractor's overhead and profit shall not exceed  $7 \frac{1}{2}$  %."

### ARTICLE 8 TIME

## 8.3 DELAYS AND EXTENSIONS OF TIME

**8.3.1** In Line 5 delete: "pending mediation and arbitration, or".

## ARTICLE 9 PAYMENTS AND COMPLETION

## 9.7 FAILURE OF PAYMENT

In Line 4, delete the phrase: "or awarded by binding dispute resolution".

## 9.8 SUBSTANTIAL COMPLETION

**9.8.1** Add after the phrase "for its intended use": "; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project."

## 9.10 FINAL COMPLETION AND FINAL PAYMENT

**9.10.1** Add at the end of the Subparagraph: "All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received by the Owner."

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

**10.1** Add at the end of the Subparagraph: "In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any materialman or supplier or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic."

## ARTICLE 11 INSURANCE AND BONDS

## 11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.2 Add the following Clause: "The insurance required by Subparagraph 11.1.1 shall be

written with an "A" rated company and written for not less than the following, or greater if required by law:

- 1. Worker's Compensation State, Statutory
- Comprehensive General Liability (including Premises Operations; Independent Contractors' Protective; Products and Completed Operations; All Risk Property Damage):

a. Bodily Injury/Property Damage: \$2,000,000 each occurrence

\$2,000,000 annual aggregate

- b. Property Damage Liability Insurance will provide X, C, or U coverage as applicable.
- 3. Contractual Liability:

a. Bodily Injury/Property Damage: \$2,000,000 each occurrence

\$2,000,000 annual aggregate

4. Personal Injury, with Employment Exclusion deleted

- \$1,000,000 annual aggregate

5. Comprehensive Automobile Liability:

a. Bodily Injury/Property Damage: \$1,000,000 each person

\$1,000,000 each occurrence

## 11.2 Owner's Insurance

Delete this Paragraph in its entirety.

**11.1.5** Add following Subparagraph: "Before an exposure to loss may occur, the Contractor shall file with the Owner two (2) certified copies of the policy or policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Contractor."

## **ARTICLE 15 CLAIMS AND DISPUTES**

- **15.1.3.1** Add at the end of the Subparagraph: "Failure of the Contractor to give timely notice of a claim shall constitute waiver of the claim."
- **15.1.6.2** Add at the end of the Clause: "Claims for extension of the Contract Time, described in Subparagraph 15.1.6.1 for "Bad Weather" shall be submitted by the Contractor for consideration by the Architect when the weather has an adverse effect on the scheduled

construction only under the following conditions:

- 1. If the number of days during which there was in excess of .02 inches of rain per day, exceeds by 105% the average number of days during which there was in excess of .02 inches of rain per day for that same month for the immediately preceding five (5) years.
- 2. If the number of days during which the temperature did not exceed 32.0° F in the period from 7:00 a.m. to 5:00 p.m., exceeds by 105% the average number of days during which the temperature did not exceed 32.0° F in the period from 7:00 a.m. to 5:00 p.m. for that same month for the immediately preceding five (5) years.

The Architect will not consider any claims for extension of time due to "Bad Weather", except as outlined in this section."

**15.2.5** Delete the Subparagraph as written and substitute: "The Architect will approve or reject Claims by written decision. The decision shall state the reasons for approval or rejection and shall notify the parties of any change in the Contract Sum or Contract Time or both. The decision of the Architect shall be final and binding on the parties but subject to voluntary arbitration or litigation."

## 15.2.6

Delete this Paragraph in its entirety.

## 15.4 MEDIATION

Delete this Paragraph in its entirety.

## 15.4 ARBITRATION

Delete this Paragraph in its entirety.

## **END OF SUPPLEMENTARY CONDITIONS**



## **SECTION 01110 - SUMMARY OF WORK**

### **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 **SCOPE OF WORK**

- Section Includes: Α.
  - 1. Project information.
  - 2. Single Prime Contract.
  - 3. Construction Sequence.
  - 4. Phasing Plan.
  - 5. Contractor's Use of Premises.

  - 6. Owner Occupancy.7. Owner-Furnished Products.
  - 8. Work by Owner.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: City of Greenville Public Works Site Lighting Phase 2.
  - 1. Project Location: 1500 Beatty Street, Greenville NC 27834.
- B. Owner: City of Greenville.
- C. Engineer: David L. Meeks, PE., The East Group, P.A., 324 Evans Street, Greenville, NC 27858, Phone: 252-758-3746, Fax: 252-830-3954.

#### SINGLE PRIME CONTRACT 1 4

- A. These documents form the Contract Documents for the Contract with the Owner as follows:
  - 1. The Agreement;
  - 2. The Addenda;
  - 3. The General Conditions of the Contract;
  - 4. Technical Specifications Divisions One thru 16;
  - Drawings;
    - a) Cover Sheet;
    - b) E series sheets;

#### 1.5 **CONSTRUCTION SEQUENCE**

A. It is recognized that this project will tend to disrupt operations of the existing facility; however, certain vital operations and services now in the construction area cannot be terminated or disrupted. Therefore, relocation of these operations and services must be accomplished in a certain planned sequence so as to allow continuous operation of these services.

### 1.6 PHASING PLAN

A. None.

### 1.7 CONTRACTOR'S USE OF PREMISES

## A. General:

- Confine operations to areas within Contract limits indicated. Portions of the site beyond these limits shall not be disturbed.
- B. Keep driveways and entrances serving the premises clear and available to the Owner at all times.
- C. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- D. Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations immediately. Take all precautions necessary to protect the building and its occupants during the construction period.

### 1.8 OWNER OCCUPANCY

- A. Full Owner Occupancy:
  - The Owner will occupy the site and existing building during the entire construction period.
    Cooperate with the Owner during construction operations to minimize conflicts and
    facilitate Owner usage. Schedule and perform the Work so as not to interfere with the
    Owner's operations. Repair damage caused by construction operations.
  - 2. Owner's working hours are 24 hours per day, 7 days per week.
- B. A Certificate of Substantial Completion will be executed for each specific phase of the Work. Obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
- C. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been completed. Upon partial occupancy the Owner will provide operation and maintenance of mechanical and electrical systems in occupied portions of the building.

## 1.9 OWNER-FURNISHED ITEMS

A. None.

## 1.10 WORK BY OWNER

A. None.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

**END OF SECTION 01110** 

### **SECTION 01230 - ALTERNATES**

### **PART 1 - GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

### 1.3 DEFINITIONS

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

### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

April 5, 2023 Alternates
Project No. 20230032 01230 - 1

## PART 2 - PRODUCTS (Not Used)

## **PART 3 - EXECUTION**

## 3.1 SCHEDULE OF ALTERNATES

- A. <u>Alternate No. 1:</u> Demo of fixture. Installation of three light fixtures, poles, foundations, & circuiting for area North of Building A.
- B. <u>Alternate No. 2:</u> Installation of lighting fixture bollards, foundations, & circuiting for sidewalk in front of Building A.

**END OF SECTION 01230** 

April 5, 2023 Alternates
Project No. 20230032 01230 - 2

### **SECTION 01250 - CONTRACT MODIFICATION PROCEDURES**

### PART 1 - GENERAL

### 1.1 SUMMARY

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

## 1.2 MINOR CHANGES IN THE WORK

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

## 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change.
  - 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 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.
- 5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709.

## 1.4 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.

## 1.5 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01250** 

### **SECTION 01290 - PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

### 1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

## 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Dollar value.
      - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  - 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 4. 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.
  - 5. 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.
  - 6. 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.
  - 7. 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.
- 8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Stating that Surety agrees to payment of the sum requested, that the value of the work stated in the Contractor's request is a true statement, and that the sums requested for stored materials (if any) are correct.
  - 2. Provide Certified Sales Tax Report.
  - 3. Lien waivers.
  - 4. Proof of Payment Certification form (in accordance with section 00102).
  - 5. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements: See related sections below.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 48 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.

- 2. Schedule of Values.
- 3. Contractor's Construction Schedule (preliminary if not final).
- 4. Submittals Schedule (preliminary if not final).
- 5. Certificates of insurance and insurance policies before construction starts.
- 6. Performance and payment bonds before construction starts.
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - 7. Evidence that claims have been settled.
  - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01290** 



### SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

### **PART 1 - GENERAL**

### 1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General Project coordination procedures.
  - 2. Coordination Drawings.
  - 3. Project meetings.

### 1.2 COORDINATION

- A. Coordination: Coordinate construction operations included in various 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.
  - Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.

### 1.3 SUBMITTALS

## 1.4 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: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within 3 days of the meeting.
- B. Preconstruction Conference: Schedule 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. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing.
    - d. Designation of responsible personnel.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for processing Applications for Payment.
    - g. Distribution of the Contract Documents.
    - h. Submittal procedures.
    - i. Preparation of Record Documents.
    - j. Use of the premises.
    - k. Responsibility for temporary facilities and controls.
    - I. Parking availability.
    - m. Office, work, and storage areas.
    - n. Equipment deliveries and priorities.
    - o. First aid.
    - p. Security.
    - q. Progress cleaning.
    - r. Working hours.
- 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 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 Change Orders.

- d. Purchases.
- e. Deliveries.
- f. Submittals.
- g. Review of mockups.
- h. Possible conflicts.
- i. Compatibility problems.
- j. Time schedules.
- k. Weather limitations.
- I. Manufacturer's written recommendations.
- m. Warranty requirements.
- n. Compatibility of materials.
- o. Acceptability of substrates.
- p. Temporary facilities and controls.
- q. Space and access limitations.
- r. Regulations of authorities having jurisdiction.
- s. Testing and inspecting requirements.
- t. Required performance results.
- u. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements.
- 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.
  - 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.

- 13) Change Orders.
- 14) Documentation of information for payment requests.
- 3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  - 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 01310** 

#### **SECTION 01315 - PROJECT MEETINGS**

#### **PART 1 - GENERAL**

### 1.1 DESCRIPTION OF WORK

- A. Work Included This Section:
  - 1. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
    - a) Pre-Construction Conference.
    - b) Coordination Meetings.
    - c) Progress Meetings.

### 1.2 PRE-CONSTRUCTION CONFERENCE

A. A pre-construction conference shall be scheduled by the Architect and held at the Project site or other convenient location after execution of the Agreement or Notice To Proceed, whichever comes first and prior to commencement of construction activities.

#### B. Attendees:

 The Owner, Architect, the Contractor(s) and its superintendent(s) shall each be represented at the conference by persons authorized to conclude matters relating to the Work.

## C. Agenda:

- 1. Discuss items of significance that could affect progress including such topics as:
  - a) Work sequencing.
  - b) Tentative construction schedule.
  - c) Designation of responsible personnel.
  - d) Procedures for processing Change Proposal Requests and Change orders.
  - e) Procedures for processing Applications for Payment.
  - f) Submittal of Shop Drawings, Product Data and Samples.
  - g) Preparation of record documents.
  - h) Use of the premises.
  - i) Staging areas.
  - j) Security.
  - k) Housekeeping.

### 1.3 COORDINATION MEETINGS

- A. The General Contractor shall conduct project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special Pre-installation meetings.
- B. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting, such as the Owner and Architect.

April 5, 2023 Project No. 20230032 Project No. 20230032 Project No. 20230032

### C. Weekly Progress Meetings:

- To enable orderly review of progress during construction and to provide for systematic discussion of problems, weekly project meetings shall be held throughout the construction period.
- 2. Persons designated by each Subcontractor shall attend and participate in weekly project meetings shall have all required authority to commit the Contractor or Subcontractor to decisions agreed upon in the project meetings.
- 3. The General Contractor shall conduct the meetings, compile minutes of each meeting and will distribute copies to the Owner and the Architect. The General Contractor shall distribute such other copies as he wishes. Each Contractor shall, to the maximum extent practicable, assign the same person or persons to represent the Contractor or Subcontractor at project meetings throughout the construction period.

### D. Owner, Architect, Contractor (OAC) Project Meetings:

- 1. To enable orderly review of progress during construction and to provide for systematic discussion of problems, project meetings shall be held throughout the construction period at intervals determined prior to construction.
- 2. The General Contractor shall attend and participate in the OAC project meetings and shall have all required authority to commit the Contractor and Subcontractor(s) to decisions agreed upon in the project meetings.
- 3. The Architect will conduct the OAC meetings and compile minutes of each meeting and will distribute copies to the Owner and Contractor. The Contractor shall distribute such other copies as required. The General Contractor shall, to the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout the construction period.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 01315** 

April 5, 2023 Project Meetings
Project No. 20230032 01315 - 2

#### **SECTION 01330 - SUBMITTAL PROCEDURES**

#### **PART 1 - GENERAL**

### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. See Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
- C. See Division 1 Section "Closeout Procedures" for submitting warranties Project Record Documents and operation and maintenance manuals.

#### 1.2 **DEFINITIONS**

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

### 1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
  - 3. Submittals shall be made in digital (pdf) form via email to the Architect. Paper copies of submittals are not required or desired and will not be acted upon.
- B. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.
  - 1. If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 2. Allow 14 days for processing each resubmittal.
  - 3. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- D. Identification: Include the following information with each submittal for identification.

- 1. Indicate name of firm or entity that prepared each submittal.
- 2. Include the following information for processing and recording action taken:
  - a. Project name.
  - b. Date.
  - c. Name and address of supplier.
  - d. Name of manufacturer.
  - e. Unique identifier, including revision number.
  - f. Number and title of appropriate Specification Section.
  - g. Drawing number and detail references, as appropriate.
  - h. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- F. Transmittal: Send each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a digital transmittal form.
- G. Architect will not review submittals received from sources other than Contractor.
- H. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

### **PART 2 - PRODUCTS**

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Number of Copies: Submit 1 digital copy in pdf format via email. Architect will return a digital copy via email.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. Mark each copy of each submittal to show which products and options are applicable.
  - 2. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Manufacturer's catalog cuts.
    - e. Wiring diagrams showing factory-installed wiring.
    - f. Printed performance curves.
    - g. Operational range diagrams.
    - h. Compliance with recognized trade association standards.

- i. Compliance with recognized testing agency standards.
- C. Shop Drawings: <u>Prepare Project-specific information</u>, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Notation of coordination requirements.
    - j. Notation of dimensions established by field measurement.
  - 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- D. Samples: Prepare physical units of materials or products, including the following:
  - 1. Comply with requirements in Division 1 Section "Quality Requirements" for mockups.
  - 2. 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. Submit one full set 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.
  - 3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, 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. Submit 3 sets of Samples. Architect will retain 1 Sample set; 2 will be returned to contractor, one of which will remain at job site.
  - 4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side.
  - 5. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
  - 6. 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.
- E. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location.

F. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."

#### 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit 1 digital submittal in pdf format via email.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- G. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- H. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. 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.
- I. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
- J. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- K. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.

- L. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections.
- M. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

### **PART 3 - EXECUTION**

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- C. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- D. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken:
- E. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- F. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

### **END OF SECTION 01330**



#### **SECTION 01400 - QUALITY REQUIREMENTS**

#### **PART 1 - GENERAL**

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. See Divisions 2 through 16 Sections for specific test and inspection requirements.

#### 1.2 **DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

#### 1.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

### 1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Ambient 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 re-inspecting.
- 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.

### 1.5 QUALITY ASSURANCE

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for

installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. 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:
  - Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mockups when directed.

## 1.6 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 the 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: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

- 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
- 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- E. 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. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  - 5. Do not perform any duties of Contractor.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

### PART 2 - PRODUCTS (Not Used)

### **PART 3 - EXECUTION**

### 3.1 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 Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  - 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

### **END OF SECTION 01400**

#### **SECTION 01420 - REFERENCES**

#### PART 1 - GENERAL

### 1.1 **DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "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. "Installer": Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. "Experienced": When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- K. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
  - 1. 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.
- D. Copies of Standards: Each entity engaged in construction on Project must 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 and make them available on request.
- E. Abbreviations and Acronyms for 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.

ADAAG Americans with Disabilities Act (ADA)

CFR Code of Federal Regulations

CRD Handbook for Concrete and Cement

DOD Department of Defense Specifications and Standards

FED-STD Federal Standard (See FS)

FS Federal Specification

FTMS Federal Test Method Standard (See FS)

MILSPEC Military Specification and Standards

UFAS Uniform Federal Accessibility Standards

### 1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

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.

AA Aluminum Association, Inc. (The)

AAADM American Association of Automatic Door Manufacturers

AABC Associated Air Balance Council

AAMA American Architectural Manufacturers Association

AAN American Association of Nurserymen (See ANLA)

AASHTO American Association of State Highway and Transportation Officials

AATCC American Association of Textile Chemists and Colorists (The)

ABMA American Bearing Manufacturers Association

ACI American Concrete Institute/ACI International

ACPA American Concrete Pipe Association

AEIC Association of Edison Illuminating Companies, Inc. (The)

AFPA American Forest & Paper Association (See AF&PA)

AF&PA American Forest & Paper Association

AGA American Gas Association

AGC Associated General Contractors of America (The)

AHA American Hardboard Association

AHAM Association of Home Appliance Manufacturers

Al Asphalt Institute

AIA American Institute of Architects (The)

AISC American Institute of Steel Construction

AISI American Iron and Steel Institute

AITC American Institute of Timber Construction

ALCA Associated Landscape Contractors of America

ALSC American Lumber Standard Committee

AMCA Air Movement and Control Association International, Inc.

ANLA American Nursery & Landscape Association

(Formerly: AAN - American Association of Nurserymen)

ANSI American National Standards Institute

AOSA Association of Official Seed Analysts

APA APA - The Engineered Wood Association

APA Architectural Precast Association

API American Petroleum Institute

ARI Air-Conditioning & Refrigeration Institute

ASCA Architectural Spray Coaters Association

ASCE American Society of Civil Engineers

ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers

ASME ASME International

(The American Society of Mechanical Engineers International)

ASSE American Society of Sanitary Engineering

ASTM ASTM International

(American Society for Testing and Materials International)

AWCI AWCI International

(Association of the Wall and Ceiling Industries International)

AWCMA American Window Covering Manufacturers Association (See WCMA)

AWI Architectural Woodwork Institute

AWPA American Wood-Preservers' Association

AWS American Welding Society

AWWA American Water Works Association

BHMA Builders Hardware Manufacturers Association

BIA Brick Industry Association (The)

BIFMA BIFMA International

(Business and Institutional Furniture Manufacturer's Association International)

CCC Carpet Cushion Council

CCFSS Center for Cold-Formed Steel Structures

CDA Copper Development Association Inc.

CEA Canadian Electricity Association

CFFA Chemical Fabrics & Film Association, Inc.

CGA Compressed Gas Association

CGSB Canadian General Standards Board

CIMA Cellulose Insulation Manufacturers Association

CISCA Ceilings & Interior Systems Construction Association

CISPI Cast Iron Soil Pipe Institute

CLFMI Chain Link Fence Manufacturers Institute

CPPA Corrugated Polyethylene Pipe Association

CRI Carpet & Rug Institute (The)

CRSI Concrete Reinforcing Steel Institute

CSA CSA International

(Formerly: IAS - International Approval Services)

CSI Construction Specifications Institute (The)

CSSB Cedar Shake & Shingle Bureau

CTI Cooling Technology Institute

(Formerly: Cooling Tower Institute)

DHI Door and Hardware Institute

EIA Electronic Industries Alliance

EIMA EIFS Industry Members Association

EJMA Expansion Joint Manufacturers Association, Inc.

FCI Fluid Controls Institute

FGMA Flat Glass Marketing Association (See GANA)

FM Factory Mutual System (See FMG)

FMG FM Global

(Formerly: FM - Factory Mutual System)

FSC Forest Stewardship Council

GA Gypsum Association

GANA Glass Association of North America

(Formerly: FGMA - Flat Glass Marketing Association)

GRI Geosynthetic Research Institute

GTA Glass Tempering Division of Glass Association of

North America (See GANA)

HI Hydraulic Institute

HI Hydronics Institute

HMMA Hollow Metal Manufacturers Association (See NAAMM)

HPVA Hardwood Plywood & Veneer Association

HPW H. P. White Laboratory, Inc.

IAS International Approval Services (See CSA)

ICEA Insulated Cable Engineers Association, Inc.

ICRI International Concrete Repair Institute, Inc.

IEC International Electrotechnical Commission

IEEE Institute of Electrical and Electronics Engineers, Inc. (The)

IESNA Illuminating Engineering Society of North America

IGCC Insulating Glass Certification Council

IGMA Insulating Glass Manufacturers Alliance (The)

ILI Indiana Limestone Institute of America, Inc.

ISSFA International Solid Surface Fabricators Association

International Imaging Industry Association

(Formerly: PIMA - Photographic & Imaging Manufacturers Association)

ITS Intertek Testing Services

IWS Insect Screening Weavers Association (Now defunct)

KCMA Kitchen Cabinet Manufacturers Association

LMA Laminating Materials Association

(Formerly: ALA - American Laminators Association)

LPI Lightning Protection Institute

LSGA Laminated Safety Glass Association (See GANA)

MBMA Metal Building Manufacturers Association

MFMA Maple Flooring Manufacturers Association

MFMA Metal Framing Manufacturers Association

MHIA Material Handling Industry of America

MIA Marble Institute of America

ML/SFA Metal Lath/Steel Framing Association (See SSMA)

MPI Master Painters Institute

MSS Manufacturers Standardization Society of The Valve and

Fittings Industry Inc.

NAAMM National Association of Architectural Metal Manufacturers

NAAMM North American Association of Mirror Manufacturers (See GANA)

NACE NACE International

(National Association of Corrosion Engineers International)

NAIMA North American Insulation Manufacturers Association (The)

NAMI National Accreditation and Management Institute, Inc.

NBGQA National Building Granite Quarries Association, Inc.

NCMA National Concrete Masonry Association

NCPI National Clay Pipe Institute

NCTA National Cable & Telecommunications Association

NEBB National Environmental Balancing Bureau

NECA National Electrical Contractors Association

NeLMA Northeastern Lumber Manufacturers' Association

NEMA National Electrical Manufacturers Association

NETA InterNational Electrical Testing Association

NFPA National Fire Protection Association

NFRC National Fenestration Rating Council

NGA National Glass Association

NHLA National Hardwood Lumber Association

NLGA National Lumber Grades Authority

NOFMA National Oak Flooring Manufacturers Association

NRCA National Roofing Contractors Association

NRMCA National Ready Mixed Concrete Association

NSA National Stone Association (See NSSGA)

NSF NSF International

(National Sanitation Foundation International)

NSSGA National Stone, Sand & Gravel Association

(Formerly: NSA - National Stone Association)

NTMA National Terrazzo and Mosaic Association, Inc.

NWWDA National Wood Window and Door Association (See WDMA)

PCI Precast/Prestressed Concrete Institute

PDCA Painting and Decorating Contractors of America

PDI Plumbing & Drainage Institute

PGI PVC Geomembrane Institute

RCSC Research Council on Structural Connections

RFCI Resilient Floor Covering Institute

RIS Redwood Inspection Service

SAE SAE International

SDI Steel Deck Institute

SDI Steel Door Institute

SEFA Scientific Equipment and Furniture Association

SGCC Safety Glazing Certification Council

SIGMA Sealed Insulating Glass Manufacturers Association (See IGMA)

SJI Steel Joist Institute

SMA Screen Manufacturers Association

SMACNA Sheet Metal and Air Conditioning Contractors' National Association

SPFA Spray Polyurethane Foam Alliance

(Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.;

Spray Polyurethane Foam Division)

SPIB Southern Pine Inspection Bureau (The)

SPI/SPFD Society of the Plastics Industry (The)

Spray Polyurethane Foam Division (See SPFA)

SPRI SPRI

(Single Ply Roofing Institute)

SSINA Specialty Steel Industry of North America

SSMA Steel Stud Manufacturers Association

(Formerly: ML/SFA - Metal Lath/Steel Framing Association)

SSPC SSPC: The Society for Protective Coatings

STI Steel Tank Institute

SWI Steel Window Institute

SWRI Sealant, Waterproofing, and Restoration Institute

TCA Tile Council of America, Inc.

TIA/EIA Telecommunications Industry Association/Electronic Industries Alliance

TPI Truss Plate Institute

TPI Turfgrass Producers International

UL Underwriters Laboratories Inc.

UNI Uni-Bell PVC Pipe Association

USITT United States Institute for Theatre Technology, Inc.

WASTEC Waste Equipment Technology Association

WCLIB West Coast Lumber Inspection Bureau

WCMA Window Covering Manufacturers Association (See WCSC)

WCSC Window Covering Safety Council

(Formerly: WCMA - Window Covering Manufacturers Association)

WDMA Window & Door Manufacturers Association

(Formerly: NWWDA - National Wood Window and Door Association)

WIC Woodwork Institute of California

WMMPA Wood Moulding & Millwork Producers Association

WWPA Western Wood Products Association

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.

BOCA International, Inc.

CABO Council of American Building Officials (See ICC)

IAPMO International Association of Plumbing and Mechanical Officials (The)

ICBO International Conference of Building Officials

ICC International Code Council, Inc.

(Formerly: CABO - Council of American Building Officials)

SBCCI Southern Building Code Congress International, Inc.

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.

CE Army Corps of Engineers

CPSC Consumer Product Safety Commission

DOC Department of Commerce

EPA Environmental Protection Agency

FAA Federal Aviation Administration

FDA Food and Drug Administration

GSA General Services Administration

HUD Department of Housing and Urban Development

LBL Lawrence Berkeley Laboratory (See LBNL)

LBNL Lawrence Berkeley National Laboratory

NCHRP National Cooperative Highway Research Program (See TRB)

NIST National Institute of Standards and Technology

OSHA Occupational Safety & Health Administration

PBS Public Building Service (See GSA)

RUS Rural Utilities Service (See USDA)

TRB Transportation Research Board

USDA Department of Agriculture

USPS Postal Service

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

CAPUC (See CPUC)

CBHF State of California, Department of Consumer Affairs

Bureau of Home Furnishings and Thermal Insulation

CPUC California Public Utilities Commission

TFS Texas Forest Service

Forest Products Laboratory

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01420** 



#### **SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS**

#### PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

### 1.2 **DEFINITIONS**

A. Permanent Enclosure: As determined by Architect, exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

### 1.3 USE CHARGES

A. General: Installation and installation costs of temporary electrical service and facilities shall be by electrical contractor. Installation and installation costs of heating and cooling facilities shall be by Mechanical Contractor. All other temporary facilities shall be provided by contractor for General Work. Cost and use charges for all temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum for the General Contractor's work. Allow other entities to use temporary services and facilities without cost, including, but not limited to, other prime contractors, Owner's construction forces, Architect, testing and inspecting agencies, and personnel of authorities having jurisdiction.

#### 1.4 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  - 1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

#### 1.5 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
  - 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:

- 1. Keep temporary services and facilities clean and neat.
- 2. Relocate temporary services and facilities as required by progress of the Work.

#### **PART 2 - PRODUCTS**

### 2.1 MATERIALS

A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.

### 2.2 EQUIPMENT

- A. Field Offices: Mobile units with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water, drinking-water units, including paper cup supply.
- E. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- F. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- G. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

### **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.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. 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: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.

### B. Sewers and Drainage:

- 1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
- 2. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  - 1. Provide rubber hoses as necessary to serve Project site.
  - 2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  - 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
  - 3. Drinking-Water Facilities: Provide bottled-water, drinking-water units.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.

- 1. Maintain a minimum temperature of 50 deg F (10 deg C) in permanently enclosed portions of building for normal construction activities, and 65 deg F (18.3 deg C) for finishing activities and areas where finished Work has been installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
  - Install power distribution wiring overhead and rise vertically where least exposed to damage.
- H. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
  - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  - 2. Provide one 100-W incandescent lamp per 500 sq. ft. (45 sq. m), uniformly distributed, for general lighting, or equivalent illumination.
  - 3. Provide one 100-W incandescent lamp every 50 feet (15 m) in traffic areas.
  - 4. Provide one 100-W incandescent lamp per story in stairways and ladder runs, located to illuminate each landing and flight.
  - 5. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.
- J. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all personnel engaged in construction activities. Install separate telephone line for each field office and first-aid station.
  - 1. Provide additional telephone lines for the following:
    - a. In field office with more than two occupants, install a telephone for each additional occupant or pair of occupants.
    - b. Provide a dedicated telephone line for each facsimile machine and computer with modem in each field office.
  - 2. At each telephone, post a list of important telephone numbers, including police and fire departments ambulance service Contractor's home office Architect's office Engineers' offices Owner's office and principal subcontractors' field and home offices.
  - 3. Provide voice-mail service on superintendent's telephone.
  - 4. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
  - 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
  - 3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
  - 4. of final course according to Division 2 Section "Hot-Mix Asphalt Paving ."
  - 5. Prepare temporary signs to provide directional information to construction personnel and visitors.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
  - 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
- C. Common-Use Field Office: Provide an insulated, weathertight, heated and air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of 10 persons at Project site. Keep office clean and orderly.
- D. Lifts and Hoists: Provide facilities for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Stormwater Control: Provide storm water and erosion control measures indicated on drawings.
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  - 2. Vertical Openings: Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
  - 3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  - 4. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.
- F. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
    - Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
  - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
  - 5. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
  - 6. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

### 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. Protect from damage caused by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

- C. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, 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 the property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

**END OF SECTION 01500** 



#### **SECTION 01600 - PRODUCT REQUIREMENTS**

#### PART 1 - GENERAL

### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selecting products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 1 Section "Closeout Procedures" for submitting warranties for contract closeout.
- C. See Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

#### 1.2 **DEFINITIONS**

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

### 1.3 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

- 1. Substitution Request Form: Use CSI Form 131 A.
- 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
  - a. Statement indicating why specified material or product cannot be provided.
  - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
  - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.
  - j. Cost information, including a proposal of change, if any, in the Contract Sum.
  - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
  - I. 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.
- Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 21 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
  - a. Form of Acceptance: Change Order.
  - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

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

## 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - 5. Store products to allow for inspection and measurement of quantity or counting of units.
  - 6. Store materials in a manner that will not endanger Project structure.
  - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 9. Protect stored products from damage.

#### 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

#### **PART 2 - PRODUCTS**

## 2.1 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

- 4. Where products are accompanied by the term "as selected," Architect will make selection.
- 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
- 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

## 2.2 PRODUCT SUBSTITUTIONS

A. See Requirements of specification section 01631

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01600** 

April 5, 2023 Project No. 20230032

### **SECTION 01631 - PRODUCT SUBSTITUTIONS**

#### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

### A. Work Specified This Section:

- This Section specifies administrative and procedural requirements for handling requests as a substitution request made after the Notice to Proceed or award of the Contract as a CPR.
- All requests for substitution shall be made no later than 15 days after Notice to Proceed in order to be considered.

### 1.2 SUBMITTALS

## A. Substitution Request Submittal:

- 1. Submit 1 digital copy of each request for substitution for consideration.
- 2. Submit each request on the attached form and in accordance with procedures required for Change Proposal Requests (CPR). See Section 01250 for additional information.
- 3. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
- 4. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
  - a) Original copies of Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
  - b) Samples, where applicable or requested.
  - c) A detailed point by point comparison of the proposed substitution and the specified product detailing the significant qualities of both products.
    - Significant qualities may include elements such as size, weight, durability, performance and visual effect.
  - d) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
  - e) A statement indicating the substitutions effect on the Contractor's Construction Schedule.
  - f) Cost information, including a proposal of the net deduct change in the Contract Sum.
  - g) Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that the product/assembly will perform adequately in the application indicated.
    - Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

### B. Architect's Action:

- 1. After receipt of the request for substitution, the Architect may request additional information or documentation necessary for evaluation of the request.
- 2. If a decision on use of a proposed substitute is not made or obtained within sufficient time to have no adverse impact on the construction schedule, the Contractor shall use the product specified in the Contract Documents.

PART 2 - PRODUCTS (NOT APPLICABLE)

### **PART 3 - EXECUTION**

#### 3.1 SUBSTITUTIONS:

#### A. Conditions:

- 1. No substitution will be considered unless such request include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for a complete comparison with the specified products or materials and an evaluation of the proposed products or materials.
- 2. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included.
- 3. Savings or Credit to Owner for accepting substitution
- 4. The burden of proof of the merit of the proposed substitution is upon the proposer.
- 5. In addition to the requirements in the Supplemental General Conditions, the following items will apply:
  - a) The substitution is in compliance with subsequent interpretations of code or insurance requirements.
  - b) The manufacturer or fabricator shall certify or guarantee the specified product as required by the Contract Documents.
  - c) Product shall perform properly and fit in the designated space.
- B. The Contractor shall bear all expenses resulting from substitutions including the cost of work in general, structural, plumbing, mechanical and electrical trades required due to the substitution and the cost of any Architect's services made necessary by the substitution.
- C. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

### 3.2 SUBMITTAL FORMS:

A. All proposed substitutions shall use the following form.

April 5, 2023 Project No. 20230032

## SUBSTITUTION REQUEST

| Project:                       |                          | Substitution Request No |                         |  |  |  |
|--------------------------------|--------------------------|-------------------------|-------------------------|--|--|--|
|                                |                          | CPR No. (After Bid)     |                         |  |  |  |
|                                |                          | From:                   | From:                   |  |  |  |
| To:                            |                          |                         | Date:                   |  |  |  |
|                                |                          | A/E Project No.         |                         |  |  |  |
| Re:                            |                          | Contract For:           |                         |  |  |  |
| Specification Title/or Drawin  | g Sheet:                 |                         |                         |  |  |  |
| Section No.:                   | Page No.: _              | Article/Paragraph:      |                         |  |  |  |
| Proposed Substitution:         |                          |                         |                         |  |  |  |
| Manufacturer:                  | Address:                 |                         | Phone #:                |  |  |  |
| Trade Name:                    |                          |                         | Model #:                |  |  |  |
| Installer:                     | Address:                 |                         | Phone #:                |  |  |  |
| History: New Product:          | 2 -5 years old           | 5-10 years old          | More than ten years old |  |  |  |
| Briefly explain differences be | etween proposed substitu | ution and specified p   | product                 |  |  |  |
| Point-by-Point comparativ      | ve data attached - REQUI | IRED BY A/E             |                         |  |  |  |
| Reason for not providing spo   | ecified item:            |                         |                         |  |  |  |
|                                |                          |                         |                         |  |  |  |

| Similar Installation:   |   |  |   |  |   |  |  |
|---|---|--|---|--|---|--|--|
| Project:  |   |  | Architect:  |  |   |  |  |
|   |   |  | Owner:  |  |   |  |  |
| Telephone:  |   | Owi  | Owner Representative:   |  |   |  |  |
|   |   |  | Dat   | Date Installed:  |   |  |  |
| Proposed substitution affects other parts of Work:  |   |  | Yes   | s; explain   |   |  |  |
|   |   |  |   |  |   |  |  |
| Savings or Credit to Owner  |   |  |   |  | <u>(</u> \$)  |  |  |
| (MUST BE FILLED OUT TO<br>Proposed substitution change  |   | •  | es;   | Add/Deduct   | days.   |  |  |
| Supporting Data Attached: Product Data Fire Tests ASTM Tests  | Drawings Tests Acoustical Tests UL, FM or WHI listed  |  | eports  | Samples<br>test reports.   |   |  |  |
| <ul> <li>Undersigned certifies:</li> <li>Proposed substitution herespects to specified prosection.</li> <li>Same or better warranty.</li> <li>Same or better mainten.</li> <li>Proposed substitution were cost data as stated about substitution, which may.</li> <li>Proposed substitution design, detailing, and complete in all respects.</li> </ul> | oduct.  y will be furnished for pance service and sour yill not affect or delay Fove is complete. Control subsequently become oes not affect dimensi or A/E changes to buil construction costs caus n, and changes in the | proposed some of replace of replace rector (s) class and fur ding design and for the rector of the r | ubstitution<br>cement periodile.<br>aims for<br>are to be<br>notional<br>in includice<br>ecessary | on as for specifie parts, as applical additional costs waived. clearances. Ing architectural d substitution. | d product. ble is available. related to accepted or engineering |  |  |
| Submitted By:   |   |  |   |  |   |  |  |
| Signature:  |   |  |   |  |   |  |  |
| Firm:   |   |  |   |  |   |  |  |
| Address:  |   |  |   |  |   |  |  |
| Telenhone:  | Approved By:  |  |   |  |   |  |  |

General Contractor

Date

| Attachments:  |            |               |          |              |     |  |  |
|---|------------|---------------|----------|--------------|-----|--|--|
|   |            |               |          |              |     |  |  |
|   |            |               |          |              |     |  |  |
|   |            |               |          |              |     |  |  |
|   |            |               |          |              |     |  |  |
| ARCHITECT'S REVIEW  | AND ACTIO  | N             |          |              |     |  |  |
| Substitution approved - Make submittals in accordance with Division One.          |            |               |          |              |     |  |  |
| Substitution approved as noted - Make submittals in accordance with Division One. |            |               |          |              |     |  |  |
| Substitution rejected - Use specified materials.                                  |            |               |          |              |     |  |  |
| Signed by:  |            |               | Date:    | Date:        |     |  |  |
|   |            |               |          |              |     |  |  |
| Additional Comments   | Contractor | Subcontractor | Supplier | Manufacturer | A/E |  |  |
|   |            |               |          |              |     |  |  |
|   |            |               |          |              |     |  |  |
|   |            |               |          |              |     |  |  |
| -   |            |               |          |              |     |  |  |



#### SECTION 01700 - EXECUTION REQUIREMENTS

#### PART 1 - GENERAL

#### 1.1 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. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.
- B. See Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

### 1.2 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  - Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

- 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
- 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than 7 days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's written permission.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- E. 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, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

#### 3.4 FIELD ENGINEERING

- A. 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.
- 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.
  - Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
- F. 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.
- G. 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.
  - 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 (27 deg C).
  - 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. 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.
- G. 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.
- H. 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.
- I. 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.

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.9 CORRECTION OF THE WORK

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



#### **SECTION 01731 - CUTTING AND PATCHING**

#### **PART 1 - GENERAL**

#### 1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
- C. Requirements in this Section apply to mechanical and electrical installations. See Divisions 15 and 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

#### 1.2 SUBMITTALS

### 1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements.
- 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.
- C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

### 1.4 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## **PART 2 - PRODUCTS**

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing 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 existing 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 existing 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 existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

#### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut existing 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 existing 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. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

- 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
- 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, 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 of these Specifications.
  - 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.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - 4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an evenplane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.



#### **SECTION 01732 - SELECTIVE DEMOLITION**

#### **PART 1 - GENERAL**

### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Demolition and removal of selected site elements.
- B. See Division 2 Section "Site Clearing" for site clearing and removal of above- and below-grade improvements.

### 1.2 **DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

### 1.3 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

### 1.4 PROJECT CONDITIONS

- A. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- B. Hazardous Materials: It is unknown whether hazardous materials will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- Hazardous Materials: The owner will identify and remove all hazardous materials requiring removal.
- D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities that are incorporated in new work and protect them against damage during selective demolition operations.

#### 1.5 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

### PART 2 - PRODUCTS (Not Used)

### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

April 5, 2023 Selective Demolition Project No. 20230032 01732 - 2

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

#### 3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 5. Dispose of demolished items and materials promptly.
- B. Reuse of Building Elements: Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

April 5, 2023 Selective Demolition Project No. 20230032 01732 - 3

- 1. Comply with requirements specified in Division 1 Section "Construction Waste Management."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

## **END OF SECTION 01732**

April 5, 2023 Selective Demolition Project No. 20230032 01732 - 4

#### **SECTION 01770 - CLOSEOUT PROCEDURES**

#### **PART 1 - GENERAL**

### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - 6. Final cleaning.
- B. See Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 1 Section "Construction Progress Documentation" for submitting Final Completion construction photographs and negatives.
- D. See Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for products of those Sections.

### 1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems.
  - 9. Submit test/adjust/balance records.
  - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 11. Advise Owner of changeover in heat and other utilities.

- 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- 13. Complete final cleaning requirements, including touchup painting.
- 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, 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.

## 1.3 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 1 Section "Payment Procedures."
  - 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. Submit pest-control final inspection report and warranty.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.4 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.

### 1.5 PROJECT RECORD DOCUMENTS

A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

April 5, 2023 Closeout Procedures
Project No. 20230032 01770 - 2

- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 3. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  - 4. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy 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. Note related Change Orders and Record Drawings, where applicable.
- D. Miscellaneous Record Submittals: 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.

### 1.6 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
  - 1. Operation Data: Include emergency instructions and procedures, system and equipment descriptions, operating procedures, and sequence of operations.
  - 2. Maintenance Data: Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
- B. Organize operation and maintenance manuals into digital files for each system or assembly and digitally submit to Architect with a transmittal describing contents.

### 1.7 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. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual and submit digital files of each warranty.
- C. 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 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Provide instructors experienced in operation and maintenance procedures.
  - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  - 3. Schedule training with Owner, through Architect, with at least 21 days' advance notice.
  - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.

#### 3.2 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.

April 5, 2023 Project No. 20230032

- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- g. Sweep concrete floors broom-clean in unoccupied spaces.
- h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- j. Remove labels that are not permanent.
- k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- I. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Replace parts subject to unusual operating conditions.
- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean 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.
- q. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. 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.



### **SECTION 01788 - WARRANTIES AND BONDS**

#### **PART 1 - GENERAL**

### 1.1 DESCRIPTION OF WORK

#### A. Work Included This Section:

- 1. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
- Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the individual Sections of Divisions 2 through 16
- 3. Certifications and other commitments and agreements for continuing services to Owner are specified in the Contract Documents.

#### B. Disclaimers and Limitations:

- 1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign warranties with the Contractor.
- 2. At no time shall any warranties/guarantees be submitted to the Owner for this project which supersedes or voids any of the Owners rights as established by the state's General Statutes for which the project is located.
- 3. Failure of the Contractor and/or its suppliers, manufacturers and its sub-contractors to enter into such warranties as required by the Contract Documents shall be considered a breach of contract.

### 1.2 WARRANTY REQUIREMENTS

## A. Related Damages and Losses:

 When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work. Do not reuse damaged materials.

#### 1.3 SUBMITTALS

#### A. Written Warranties:

- 1. Submit written warranties to the Architect prior to Substantial Completion in a separate three ring binder. The Architect's Certificate of Substantial Completion designates a commencement date for warranties.
- 2. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer.
- 3. Refer to individual Sections for specific content requirements, and particular requirements for submittal of special warranties.

## B. Form of Submittal:

1. At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or

manufacturer. Organize the warranty documents into an orderly sequence based on the Table of Contents of the Project Manual. Deliver all warranties to the Architect before or with the Request for Substantial Completion.

## C. Reinstatement of Warranty:

- 1. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement.
- 2. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

### D. Replacement Cost:

- 1. Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents.
- 2. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of Work through a portion of its anticipated useful service life.

#### E. Owner's Recourse:

1. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

## F. Rejection of Warranties:

1. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

### **SECTION 02120 - EROSION AND POLLUTION CONTROL**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

A. The general provisions of the contract, including the General and Special Conditions and Division-1 Specification sections apply to work of this section.

### 1.2 DESCRIPTION OF WORK:

- A. The extent of the work required under this section is that required to minimize water, air, and noise pollution and soil erosion and siltation.
- B. Temporary erosion control measures which may be necessary include, but are not limited to, temporary berms, dikes, dams, drainage ditches, silt basins, silt ditches, perimeter swales, slope drains, structures, vegetation, mulches, mats, netting, gravel or any other methods or devices that are necessary to control or restrict erosion. Temporary erosion control measures may include work outside the right-of-way or construction limits where such work is necessary as a result of construction such as borrow pit operations, haul roads, plant sites, equipment storage sites, and disposal of waste or debris. The Contractor shall be liable for all damages to public or private property caused by silting or slides originating in waste areas furnished by the Contractor.
- C. Related Work Specified Elsewhere: Earthwork: Section 02300 Clean-up and Seeding: Section 02228.

### 1.3 QUALITY ASSURANCE

- A. Codes and Standards: North Carolina Sedimentation Pollution Control Act of 1973 and the Rules and Regulations promulgated pursuant to the provisions of said act.
- B. "Standard Specifications for Roads and Structures", North Carolina Department of Transportation (DOT).
- C. In the event of conflict between the regulations listed above and the requirements of these specifications, the more restrictive requirement shall apply.

### 1.4 SANCTIONS

- A. Failure of The Contractor to fulfill any of the requirements of this section may result in the Owner ordering the stopping of construction operations in accordance with SUBARTICLE 13.8 of the General Conditions until such failure has been corrected. Such suspension of operations will not justify an extension of contract time nor additional compensation.
- B. Failure on the part of the Contractor to perform the necessary measures to control erosion, siltations, and pollution will result in the Engineer notifying the Contractor to take such measures. In the event that the Contractor fails to perform such measures within 24 hours after receipt of such notice, the Owner may suspend the work as provided above, or may proceed to have such measures performed with other forces and equipment, or both. The cost of such work performed by other forces will be deducted from monies due the Contractor on his contract.

### **PART 2 - PRODUCTS**

#### 2.1 SILT FENCES

- A. Posts: Steel posts shall be 5' in height and be of self-fastener angle steel type.
- B. Posts shall be spaced at 8' maximum when silt fence is backed with wire mesh, and 6' when no wire mesh is used or as required by the Engineer.
- C. Woven Wire: Woven wire fencing shall conform to ASTM A116 for Class 3 galvanizing. Fabric shall be a minimum of 32" in width and shall have a minimum of 6 line wires with 12" stay spacing. The top and bottom wires shall be 10 gauge while the intermediate wires shall be 12-1/2 gauge. Wire fabric shall be fastened to wood posts with not less than 9 wire staples 1-1/2" long.
- D. Fabric: Provide woven synthetic fiber designed specifically for silt fence conforming to NCDOT specifications.

#### 2.2 DRAINAGE STONE

A. Class I material NCDOT No. 57.

### 2.3 TEMPORARY SEEDING:

A. Temporary seeding, when required, shall be performed in accordance with the recommendations contained in "Guide for Sediment Control on Construction Sites in North Carolina", published by the Soil Conservation Service and Section 02228 of these specifications.

#### **PART 3 - EXECUTION**

## 3.1 GENERAL

The Contractor shall take whatever measures are necessary to minimize soil erosion and siltation, and water, air, and noise pollution caused by his operations. The Contractor shall also comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control. The Contractor shall keep himself fully informed of all such regulations which in any way affect the conduct of the work, and shall at all times observe and comply with all such regulations. In the event of conflict between such regulations and the requirements of the specifications, the more restrictive requirements shall apply.

### 3.2 EROSIONS AND SILTATION CONTROL

- A. The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent the eroding of soil and the silting of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces, or other property.
- B. Prior to suspension of operations on the project or any portion thereof, the Contractor shall take all necessary measures to protect the construction area, including but not limited to borrow sources, soil type base course sources, and waste areas, from erosion during the period of suspension.
- C. Provide diversion ditches and berms as necessary to prevent concentrated flow of water across disturbed areas.
- D. Stockpile excavated material on the opposite side of the utility trenches from the watercourses to the extent that is possible.

- E. In the event that stockpiles are placed on the watercourse side of the trench, provide silt fence or silt berms with stone filter outlets along the entire length of the stockpile that is on the watercourse side of the trench. Upon the completion of backfilling, the measures shall be removed and the site graded to its natural grade or as shown on plans.
- F. Maintain natural buffer zones along all watercourses sufficient to retain all visible siltation within the first 25 percent of the buffer width.
- G. Provide a settling basin with a gravel filter outlet for all water pumped from trenches or dewatering equipment. Pumping of that water directly into any stream, pond, or watercourse is prohibited.
- H. Tamp, fertilize, seed and mulch the disturbed areas as soon as practicable after line is installed and, in all cases, no later than 21 days after completion of the line segment or work at a particular site.
- When construction operations are suspended for more than 21 days, provide temporary seeding and mulching of all disturbed areas including those areas in which further construction is necessary.
- J. Erosion control measures installed by the Contractor shall be acceptably maintained by the Contractor.
- K. Silt fences shall be provided where shown on the drawings and/or as necessary to prevent erosion.
- L. Catch basins shall be protected from silt by placing straw bales or silt fence around the opening until vegetative cover is established.

#### 3.3 WATER AND AIR POLLUTION

A. The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent pollution of rivers, streams, and water impoundments. Pollutions such as chemicals, fuels, lubricants, bitumens, raw sewage, and other harmful waste shall not be discharged into or alongside of rivers, streams, or impoundments, or into natural or manmade channels leading thereto.

### 3.4 DUST CONTROL

A. The Contractor shall control dust throughout the life of the project within the project area and at all other areas affected by the construction of the project, including, but not specifically limited to, unpaved secondary roads, haul roads, access roads, disposal sites, borrow and material sources, and production sites. Dust control shall not be considered effective where the amount of dust creates a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property.

## 3.5 NOISE CONTROL

A. The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent excessive and unnecessary noise. The Contractor shall choose his methods so as to minimize the disturbance of area residents.



## **SECTION 02227 - WASTE MATERIAL DISPOSAL**

### **PART 1 - GENERAL**

#### 1.1 DESCRIPTION

- A. The work covered in this Section consists of the disposal of waste and debris in accordance with the requirements of these specifications.
- B. Waste will be considered to be considered to be all excavated materials which are not utilized the construction of the project.
- C. Debris will be considered to be all undesirable material encountered or left on the project site.

## PART 2 - PRODUCTS (Not Applicable)

### **PART 3 - EXECUTION**

### 3.1 REQUIREMENTS

- A. Waste material not utilized in the construction of the project shall be removed from the project site and disposed of by the Contractor in areas provided by him.
- B. The Contractor shall hold the Owner harmless of any damages which might occur through the disposal of the waste and debris.
- C. Construction debris and all broken pavement, concrete, masonry, etc. shall be removed from the project as soon as possible.



### **SECTION 02228 - CLEAN-UP AND SEEDING**

#### PART 1 - GENERAL

#### 1.1 RELATED WORK SPECIFIED ELSEWHERE

A. Erosion Control: Section 02120

### 1.2 DESCRIPTION

- A. The work covered by this section consists of disposal of waste and debris, preparing seedbeds, furnishing, placing, and covering limestone, fertilizer, and seed; compacting seedbeds; furnishing, placing, and securing mulch; and other operations necessary for the permanent establishment of grasses from seed; all in accordance with these specifications and drawings.
- B. Waste will be considered to be all excavated materials which are not utilized in the construction of the project.
- C. Debris will be considered to be all undesirable material encountered or left on the project site.
- D. Permanent Seeding is required for all areas disturbed by construction, except for areas covered by structures, pavements, etc.
- E. Temporary Seeding of disturbed areas shall be performed whenever one or more of the following conditions exist.
  - 1. The Engineer determines that temporary seeding is necessary to prevent or stop erosion of disturbed areas.
  - 2. Work is suspended or delayed on any portion of the project for 15 calendar days (10 calendar days within NCDOT right of way) and the potential for erosion exists.
  - Whenever permanent seeding is delayed beyond that required by the Contract Documents.
- F. The Contractor shall adapt his operations to variations in weather or soil conditions as necessary for the successful establishment and growth of the grasses.
- G. In all operations covered by this section, care shall be taken to preserve the required line, grade, and cross section of the work area.

## 1.3 QUALITY ASSURANCE

- A. All work done in this section shall be performed in accordance with all applicable Sections and Provisions of the North Carolina State Department of Transportation Standard Specifications for Roads and Structures, latest revision.
- B. All materials required in this section shall meet or exceed the requirements of Division X: Section 1060 of the North Carolina State Department of Transportation Standard Specifications for Roads and Structures, latest revision.

### **PART 2 - PRODUCTS**

### 2.1 MATERIALS

#### A. Fertilizer:

- 1. Provide commercial fertilizer conforming to statutory requirements and all rules and regulations adopted by the North Carolina Board of Agriculture for all seeding/sodding.
- 2. Utilize a 90-day slow release fertilizer tablet for wetland plants
- B. Limestone: Provide agricultural limestone conforming to all statutory requirements and all rules and regulations adopted by the North Carolina Board of Agriculture.
- C. Seed: Provide seed conforming to all statutory requirement and all rules and regulations adopted by the North Carolina Board of Agriculture.
  - 1. Provide seed in accordance with requirements shown below. Deliver to site in original containers, labeled to show that the requirements of the N.C. Seed Law are met.
  - 2. Quality of seed shall conform to the following:

| Common Name         | Minimum            | Minimum            | Maximum          |
|---------------------|--------------------|--------------------|------------------|
|                     | <u>Seed Purity</u> | <u>Germination</u> | <u>Weed Seed</u> |
|                     | %                  | %                  | %                |
| <u>Grasses</u>      |                    |                    |                  |
| Fescue Tall (KY31)  | 98                 | 90                 | 1.00             |
| Common Bermudagrass | 98                 | 90                 | 1.00             |

- 3. Seed containing prohibited noxious weed seed shall not be accepted. Seed shall be in conformance with state seed law restrictions for restricted noxious weeds.
- 4. If seed of the accepted quality cannot be bought, secure prior approval before making changes or exceptions.

### D. Mulch:

- 1. Mulch for erosion control shall consist of grain straw or other acceptable material, and shall have been approved by the Architect/Engineer before being used. All mulch shall be reasonably free from mature seedbearing stalks, roots, or bulblets of Johnson Grass, Nutgrass, Sandbur, Wild Garlic, Wild Onion, Bermuda Grass, Cortalaria, and Witch weed, and free of excessive amount of restricted noxious weeds as defined by the North Carolina Board of Agriculture at the time of use of the mulch. Also there shall be compliance with all applicable State and Federal domestic plant quarantines. Straw mulch that is matted or lumpy shall be loosened and separated before being used.
- 2. Material for holding mulch in place shall be asphalt or other approved binding material applied in accordance with this section.

### **PART 3 - EXECUTION**

## 3.1 GENERAL

- A. Follow procedures set forth in the publication "Guide for Sediment Control on Construction Sites in North Carolina" by the United States Department of Agriculture, Soil Conservation Service, and as specified herein.
- B. Scarify soil to a depth of three (3) inches and work into a satisfactory seed bed by disking, use of cultipackers, harrows, drags and other approved means.
- C. Preparation outlined above shall not be done when the soil is frozen, wet or otherwise in an unfavorable condition.
- D. Begin and complete seeding operations as outlined below as soon as possible after final grading is completed, but in no event later than 15 calendar days after completion of final grading.
- E. Disturbed areas within the right of way of the North Carolina Department of Transportation shall be graded, dressed, seeded, mulched, and tacked with liquid asphalt or other approved means within 10 calendar days of completion of work in any area.
- F. Seeding and mulching operations shall not begin until electrical service has been installed within the project, unless directed by the Engineer.
- G. Distribute lime and fertilizer, uniformly over seed bed and harrow, rake, or otherwise work same into seed beds.
- H. Distribute seed uniformly over seed bed. Cover seed lightly after seeding.
- I. No lime, fertilizer, or seed shall be applied during a strong wind, when soil is wet or otherwise unworkable. Should rain follow seeding before rolling is begun, the bed shall not be rolled.
- J. The kinds of seed and the rates of application of seed, fertilizer, and limestone shall be as stated below.
  - 1. Seeding Schedule

Date

|    | Jan 1 - March 31      | Common Bermuda Grass (unhulled)                          | 20 lbs./Acre |
|----|-----------------------|--|--------------|
|    | April 1 - July 31     | Common Bermuda Grass (hulled)                            | 15 lbs./Acre |
|    | Aug 1 - Dec 31        | Tall fescue  | 60 lbs./Acre |
|    |                       | Common Bermuda Grass (unhulled)                          | 20 lbs./Acre |
| 2. | Agriculture Limestone | 2 Tons/Acre  |              |
| 3. | Fertilizer 10-10-10   | Analysis - 1000 lbs./acre                                |              |
| 4. | Mulch                 | 2 Tons (Approximately 80 bales<br>Small Grain Straw/Acre | s)           |

5. Anchor Tack with liquid asphalt @ 400 gal./acre or emulsified asphalt @ 400 gal./acre.

- K. For NCDOT roadway areas, the kinds of seed and the rates of application of seed, fertilizer, and limestone shall be as stated below.
  - 1. Seeding Schedule

<u>Date</u>

March 1 – August 31 Tall Fescue 55 lbs./Acre
Centipede 5 lbs./Acre
Bermudagrass (unhulled) 25 lbs./Acre

September 1 – February 28 Tall Fescue 50 lbs./Acre Centipede 5 lbs./Acre

Centipede 5 lbs./Acre Bermudagrass (unhulled) 35 lbs./Acre

2. Agriculture Limestone 4000 lbs./Acre

3. Fertilizer 10-20-20 500 lbs./Acre

4. Mulch 2 Tons (Approximately 80 bales)

Small Grain Straw/Acre

5. Anchor Tack with liquid asphalt @

400 gal./acre or emulsified asphalt @ 400 gal./acre.

### 3.2 WASTE MATERIAL DISPOSAL

- A. Waste material not utilized in the construction of the project shall be removed from the project site and disposed of by the Contractor in areas provided by him.
- B. The Contractor shall hold the Owner harmless of any damages which might occur through the disposal of the waste and debris.
- C. Construction debris and all broken concrete, masonry, etc. shall be removed from the project as soon as possible.
- D. Where the Owner has granted permission to dispose of waste and debris within the project area, the Owner will have authority to establish whatever additional requirements that may be necessary to insure the satisfactory appearance of the area.

## 3.3 SEEDING AND MULCHING

- A. Seeding and mulching shall be performed in accordance with all applicable provisions of Section 1660 of the North Carolina State Department of Transportation's Standard Specifications for Roads and Structures, latest revision.
- B. Seeding and mulching shall be done on all earth areas disturbed by construction not destined for construction of structures or paving.
- C. Apply mulch immediately after permanent seeding at a uniform rate sufficient to achieve approximately 80% coverage of ground surface. Care must be taken to prevent the mulch from being applied too thickly and smothering the seedlings. Mulch for temporary seeding should be

applied based upon the recommendations of the Soil Conservation Service for the particular type of seed to be used.

D. Denuded slopes must be seeded within 21 calendar days (10 calendar days within NCDOT right of way) following completion of any phase of development.

### 3.4 TEMPORARY SEEDING

- A. Temporary seeding shall be performed in accordance with the requirements of Section 01620 of the North Carolina State Department of Transportation's Standard Specifications for Roads and Structures, latest revisions and with Soil Conservation Service recommendations with regard to seed type, rate of application, fertilizer, etc.
- B. The kinds of seed and the rates of application of seed and fertilizer shall be as stated below.

1. Seeding Schedule

Date

Apr 15 – Aug 14 German Millet 50 lbs./Acre

Aug 15 - Apr 14 Rye (Grain) 50 lbs./Acre

2. Year Round Fertilizer 10-10-10 Analysis 400 lbs./acre

#### 3.5 TEMPORARY MULCHING

- A. Temporary mulch may be used for the prevention of excessive soil erosion during construction operations where it is impossible or impractical to perform permanent seeding and mulching.
- B. Temporary much shall be placed promptly at the location and times directed by the Engineer.
- C. The temporary mulch may be required on previously seeded areas or on areas which have not been seeded.
- D. Temporary mulches may be straw, fiber mats, netting or other suitable material acceptable to the Engineer and shall be reasonably clean and free of noxious weeds and deleterious material. Mulch shall be spread uniformly over the area by hand or by means of approximate mechanical spreaders or blowers to obtain an application satisfactory to the Engineer. On seeded areas, satisfactory application of temporary mulch shall allow some sunlight to penetrate and air to circulate, but also partially shade the ground, reduce erosion and conserve soil moisture.
- E. When temporary mulching is being performed in connection with temporary seeding, no seeded areas shall be allowed to remain more than 24 hours without mulching having been completed.
- F. If seeding has been performed previously, care shall be exercised to prevent displacement of soil or seed, or other damage to the seeded area during temporary mulching operations.
- G. The Contractor shall take sufficient precautions to prevent temporary mulch from entering pipe lines and drainage structures through displacement by wind, water or other causes.
- H. The Contractor shall apply a sufficient amount of asphalt or other type material to assure that the temporary mulch is properly held in place.
- In the application of asphalt materials during temporary mulching operations, adequate precautions shall be taken to prevent damage to traffic; and to any private or public property. Such property shall be adequately covered, or application methods changed, so as to avoid

April 5, 2023 Project No. 20230032

damage. Where any damage occurs as a result of the Contractor's failure to take adequate precautions, the Contractor will be required to repair such damage, including any cleaning that may be necessary, before final acceptance of the work will be made.

#### 3.6 REPAIR SEEDING & MAINTENANCE

- A. Maintain the grass on the areas for a period of 90 days after the grass growth appears. Reseed bare areas and repair all eroded areas during that period.
- B. Inspect all seeded areas and make necessary repairs or reseedings within the planting season, if possible. If stand should be over 60% damaged, reestablish following original lime, fertilizer and seeding recommendations.
- C. All areas which do not exhibit satisfactory ground cover within 45 days of seed application shall be replanted.
- D. Repair seeding shall be performed in accordance with the requirements of Section 1661 of the North Carolina State Department of Transportation's Standard Specifications for Roads and Structures, latest revision.
- E. The kinds of seed and fertilizer shall be the same as specified for permanent "seeding and mulching". The rates of application of the various kinds of seed specified for "seeding and mulching" may vary as directed by the Engineer, however the total rate shall be substantially the same as for "seeding and mulching", but in no case will the total rate of seed and fertilizer vary more or less than twenty-five (25%) percent of that specified for "seeding and mulching".

#### 3.7 SUPPLEMENTAL SEEDING

- A. The work covered by this section consists of the application of additional seed to an area already seeded with permanent seed but on which there is not a satisfactory cover of grass.
- B. The work of supplemental seeding does not include seedbed preparation, fertilizer, limestone, or mulch, and is intended only to provide an additional amount of seed to the Fertilizer Top dressing operation on projects that do not have a stand of grass thick enough to cover the ground in a reasonable length of time. This work does not conflict with nor replace repair seeding as its purpose is entirely different.
- C. The kinds of seed shall be the same as for "seeding and mulching", and the rate of application may vary from 25 pounds to 75 pounds per acre. The final rate per acre; if needed, will be determined by the Engineer prior to the time of top dressing and the Contractor will be notified in writing of the rate per acre, total quantity needed and areas on which to apply the supplemental seed.

## 3.8 FERTILIZER TOP DRESSING:

**A.** Fertilizer top dressing shall be performed in accordance with the requirements of Section 1665 of the North Carolina State Department of Transportation's Standard Specifications for Roads and Structures, latest revision.

**END OF SECTION 02228** 

### **SECTION 02300 - EARTHWORK**

#### **PART 1 - GENERAL**

#### 1.1 SUMMARY

A. This Section includes the following:

- 1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
- 2. Excavating and backfilling for buildings and structures.
- 3. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.

#### 1.2 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

- 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
- 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subgrade course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations.
  - 1. Additional Excavation: Excavation below subgrade elevations as directed by Engineer.
  - 2. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - 3. Bulk Excavation: Excavations more than 10 feet (3 m) in width and pits more than 30 feet (9 m) in either length or width.
  - 4. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- F. Fill: Soil materials used to raise existing grades.
- G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below base, drainage fill, or topsoil materials.
- I. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

### 1.3 SUBMITTALS

- A. Product Data: For the following:
  - 1. Each type of plastic warning tape.
  - 2. Drainage fabric.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
  - 1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill, backfill, and embankment fill.
  - 2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill, backfill, and embankment fill.

#### 1.4 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials testing, as documented according to ASTM D 3740 and ASTM E 548.

#### 1.5 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Engineer's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

## **PART 2 - PRODUCTS**

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
  - C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
  - D. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

- E. Backfill and Fill: Satisfactory soil materials.
- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (38-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.

#### 2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.
- B. Drainage Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
  - 1. Grab Tensile Strength: 100 lbf (445 N); ASTM D 4632.
  - 2. Tear Strength: 40 lbf (178 N); ASTM D 4533.
  - 3. Puncture Resistance: 50 lbf (222 N); ASTM D 6241.
  - 4. Water Flow Rate: 140 gpm per sq. ft.; ASTM D 4491.
  - 5. Apparent Opening Size: No. 70 (0.212 mm); ASTM D 4751.

#### **PART 3 - EXECUTION**

## 3.1 PREPARATION

April 5, 2023 Project No. 20230032

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

#### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

### 3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

## 3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: All excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

#### 3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures.
  - 2. Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch (25 mm). Do not disturb bottom of excavations intended for bearing surface.

### 3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

### 3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

- 1. Excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
  - 1. Clearance: As indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
  - 1. For pipes and conduit less than 6 inches (150 mm) in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
  - 2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
  - 3. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

### 3.8 APPROVAL OF SUBGRADE

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
  - 1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades. Contractor shall contact the Engineer 48 hours prior to performing proof roll to coordinate time.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

## 3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Engineer.
  - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

### 3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials as indicated on plans. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

#### 3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for record documents.
  - 3. Inspecting and testing underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring and bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

### 3.12 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings; fill with concrete to elevation of bottom of footings.
- C. Place and compact initial backfill of base material, free of particles larger than 1 inch (25 mm), to a height of 12 inches (300 mm) over the utility pipe or conduit.
  - Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- D. Coordinate backfilling with utilities testing.
- E. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.
- F. Place and compact final backfill of satisfactory soil material to final subgrade.
- G. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

#### 3.13 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

- C. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.

#### 3.14 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

#### 3.15 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 95 percent.
  - 2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 92 percent.
  - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 85 percent.

## 3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas: Plus or minus 1 inch (25 mm).

- 2. Walks: Plus or minus 1 inch (25 mm).
- 3. Pavements: Plus or minus 1/2 inch (13 mm).

#### 3.17 BASE COURSES

- A. Under pavements, place base course on prepared subgrade and as follows:
  - 1. Place base course material over subgrade.
  - Compact base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
  - 3. Shape base to required crown elevations and cross-slope grades.
  - 4. When thickness of compacted base course is 6 inches (150 mm) or less, place materials in a single layer.
  - 5. When thickness of compacted base course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.
- B. Pavement Shoulders: Place shoulders along edges of base course to prevent lateral movement. Construct shoulders, at least 12 inches (300 mm) wide, of satisfactory soil materials and compact simultaneously with each base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

#### 3.18 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
  - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet (46 m) or less of trench length, but no fewer than two tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

### 3.19 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

#### 3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.
  - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

**END OF SECTION 02300** 



#### **SECTION 02751 - CEMENT CONCRETE PAVEMENT**

#### **PART 1 - GENERAL**

### 1.1 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
  - 1. Curbs and gutters.
  - Walkways.
  - 3. Pavement
- B. Related Sections include the following:
  - 1. Division 2 Section "Earthwork" for subgrade preparation, grading, and subbase course.

### 1.2 **DEFINITIONS**

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

#### 1.3 SUBMITTALS

- A. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- B. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
  - 1. Cementitious materials and aggregates.
  - 2. Admixtures.
  - 3. Curing compounds.
  - 4. Applied finish materials.
  - 5. Bonding agent or adhesive.
  - Joint fillers.

## 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
  - 1. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.

- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- E. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.
- F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

### 1.5 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

#### PART 2 - PRODUCTS

#### 2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
  - 1. Use flexible or curved forms for curves of a radius 100 feet (30.5 m) or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

## 2.2 CONCRETE MATERIALS

- A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project.
- B. Portland Cement: ASTM C 150, Type I or II.
  - 1. Fly Ash: ASTM C 618, Class F or C.
  - 2. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- C. Aggregate: ASTM C 33, uniformly graded, from a single source, with coarse aggregate as follows:
  - 1. Class: 4S.
  - 2. Class: 4M.
  - 3. Class: 1N.
  - 4. Maximum Aggregate Size: 1-1/2 inches (38 mm) nominal.
  - 5. Maximum Aggregate Size: 1 inch (25 mm) nominal.
  - 6. Maximum Aggregate Size: 3/4 inch (19 mm) nominal.
  - 7. Do not use fine or coarse aggregates containing substances that cause spalling.

- D. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.
- E. Air-Entraining Admixture: ASTM C 260.
- F. Water-Reducing Admixture: ASTM C 494, Type A.
- G. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- H. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- I. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

## 2.3 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- E. Clear Solvent-Borne Liquid-Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- F. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- G. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.
- H. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

### 2.4 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
  - 1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
  - 2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
  - 3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

### 2.5 CONCRETE MIXES

- A. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.
  - 1. Do not use Owner's field quality-control testing agency as the independent testing agency.
- C. Proportion mixes to provide concrete with the following properties:
  - 1. Compressive Strength (28 Days): 3000 psi (20.7 MPa).
  - 2. Maximum Water-Cementitious Materials Ratio: 0.4-0.5.
  - 3. Slump Limit: 3-4 inches (75 mm).
    - a. Slump Limit for Concrete Containing High-Range Water-Reducing Admixture: Not more than 8 inches (200 mm) after adding admixture to plant- or site-verified, 2- to 3-inch (50- to 75-mm) slump.
- D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals.
- E. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2.5 to 4.5 percent.

#### 2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94.
  - 1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

#### **PART 3 - EXECUTION**

#### 3.1 PREPARATION

- A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

## 3.2 EDGE FORMS AND SCREED CONSTRICTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

## 3.3 JOINTS

- A. General: Construct construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
  - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at isolation joints.
- C. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to the following radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
    - a. Radius: 1/4 inch (6 mm).
  - Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
- D. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

Radius: 1/4 inch (6 mm).
 Radius: 3/8 inch (10 mm).

## 3.4 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subgrade surface before placing concrete. Do not place concrete on frozen surfaces.

- C. Moisten subgrade to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.
- D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery, at Project site, or during placement.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.
  - Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.
- I. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
- J. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.
- K. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- L. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:
  - Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

- 2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
- 3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.5 CONCRETE FINISHING

- A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.
  - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

### 3.6 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
  - Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.7 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
  - 1. Elevation: 1/4 inch (6 mm).
  - 2. Thickness: Plus 3/8 inch (9 mm), minus 1/4 inch (6 mm).
  - Surface: Gap below 10-foot- (3-m-) long, unleveled straightedge not to exceed 1/4 inch (6 mm).
  - 4. Joint Spacing: 3 inches (75 mm).
  - 5. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
  - 6. Joint Width: Plus 1/8 inch (3 mm), no minus.

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.
- B. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- C. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Architect. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

#### 3.9 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.
- B. Drill test cores where directed by Architect when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

#### **END OF SECTION 02751**

#### SECTION 03300 - CAST-IN-PLACE CONCRETE

#### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
  - 1. Footings and Piers.
  - 2. Equipment Foundations.

### 1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: Fly ash and other pozzolans; subject to compliance with requirements.

## 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Cold-weather/Hot-weather Concrete Placement Procedure Plan: Indicate steps and procedures to be undertaken during concrete placements during cold and hot weather conditions.
- E. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
  - 1. Location of construction joints is subject to approval of the Architect.
- F. Qualification Data: For Installer.
- G. Material Certificates: For each of the following, signed by manufacturers:

- 1. Cementitious materials.
- 2. Admixtures.
- 3. Form materials and form-release agents.
- 4. Steel reinforcement and accessories.
- Curing compounds.
- 6. Floor and slab treatments.
- 7. Bonding agents.
- H. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
  - 1. Aggregates.
- I. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.
- J. Field quality-control reports.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer with a successful record of a minimum of five (5) years of projects completed in similar size, construction type and scope as this project.
  - 1. An installer who employs personnel qualified as ACI-certified Flatwork Technician and Finisher and an on site supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94 requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Mix Design Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - 1. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician Grade II.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- E. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specifications for Structural Concrete"
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
  - 3. ACI 318, "Building Code Requirements for Structural Concrete."
- F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

## 1.6 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

#### **PART 2 - PRODUCTS**

### 2.1 STEEL REINFORCEMENT

- A. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.
- B. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

#### 2.2 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
  - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

## 2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I/II. Supplement with the following:
    - a. Fly Ash: ASTM C 618, Class F.
- B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 5 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
  - 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94, potable.

## 2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Use of admixtures is at the contractor's discretion. When used provide admixtures certified by manufacturer to be compatible with other admixtures and that will not

contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

- 1. Water-Reducing Admixture: ASTM C 494, Type A.
- 2. Retarding Admixture: ASTM C 494, Type B.
- 3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
- 4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
- 6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

#### 2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Axim Italcementi Group, Inc.; CATEXOL CimFilm.
    - b. BASF Construction Chemicals Building Systems; Confilm.
    - c. ChemMasters; SprayFilm.
    - d. Conspec by Dayton Superior; Aquafilm.
    - e. Dayton Superior Corporation; Sure Film (J-74).
    - f. Edoco by Dayton Superior; BurkeFilm.
    - g. Euclid Chemical Company (The), an RPM company; Eucobar.
    - h. Kaufman Products, Inc.; Vapor-Aid.
    - i. Lambert Corporation; LAMBCO Skin.
    - j. L&M Construction Chemicals, Inc.; E-CON.
    - k. Meadows, W. R., Inc.; EVAPRE.
    - Metalcrete Industries: Waterhold.
    - m. Nox-Crete Products Group: MONOFILM.
    - n. Sika Corporation; SikaFilm.
    - o. SpecChem, LLC; Spec Film.
    - p. Symons by Dayton Superior; Finishing Aid.
    - q. TK Products, Division of Sierra Corporation; TK-2120 TRI-FILM.
    - r. Unitex; PRO-FILM.
    - s. Vexcon Chemicals, Inc.; Certi-Vex Envio Set.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Anti-Hydro International, Inc.: AH Clear Cure WB.
    - b. BASF Construction Chemicals Building Systems; Kure-N-Seal WB.
    - c. ChemMasters; Safe-Cure & Seal 20.
    - d. Conspec by Dayton Superior: Cure and Seal WB.
    - e. Cresset Chemical Company; Crete-Trete 309-VOC Cure & Seal.
    - f. Dayton Superior Corporation; Safe Cure and Seal (J-18).
    - g. Edoco by Dayton Superior; Spartan Cote WB II.

- h. Euclid Chemical Company (The), an RPM company; Aqua Cure VOX; Clearseal WB 150.
- i. Kaufman Products, Inc.; Cure & Seal 309 Emulsion.
- j. Lambert Corporation; Glazecote Sealer-20.
- k. L&M Construction Chemicals, Inc.; Dress & Seal WB.
- I. Meadows, W. R., Inc.; Vocomp-20.
- m. Metalcrete Industries; Metcure.
- n. Nox-Crete Products Group; Cure & Seal 150E.
- o. Symons by Dayton Superior; Cure & Seal 18 Percent E.
- p. TK Products, Division of Sierra Corporation; TK-2519 WB.
- q. Vexcon Chemicals, Inc.; Starseal 309.
- D. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A certified by curing and sealing compound manufacturer to not interfere with bonding of floor covering.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. BASF Construction Chemicals Building Systems; Kure 1315.
    - b. ChemMasters; Polyseal WB.
    - c. Conspec by Dayton Superior; Sealcure 1315 WB.
    - d. Edoco by Dayton Superior; Cureseal 1315 WB.
    - e. Euclid Chemical Company (The), an RPM company; Super Diamond Clear VOX; LusterSeal WB 300.
    - f. Kaufman Products, Inc.; Sure Cure 25 Emulsion.
    - g. Lambert Corporation; UV Safe Seal.
    - h. L&M Construction Chemicals, Inc.; Lumiseal WB Plus.
    - i. Meadows, W. R., Inc.; Vocomp-30.
    - j. Metalcrete Industries; Metcure 30.
    - k. Right Pointe; Right Sheen WB30.
    - I. Symons by Dayton Superior; Cure & Seal 31 Percent E.
    - m. Vexcon Chemicals, Inc.; Vexcon Starseal 1315.

#### 2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 per ASTM D 2240.
- C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

## 2.7 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

- 1. Fly Ash: 25 percent.
- Limit water-soluble, chloride-ion content in hardened concrete to 1.00 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in pumped concrete and concrete with a water-cementitious materials ratio below 0.50.

### 2.8 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Footings: Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 3000 psi at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.55.
  - 3. Slump Limit: 4 inches plus or minus 1 inch at point of delivery (prior to pumping).
  - 4. Slump Limit for concrete containing high-range water-reducing admixture or plasticizing admixture: 8 inches maximum for concrete with approved design mix slump of 3 to 5 inches before adding high-range water-reducing admixture or plasticizing admixture.
  - 5. Air Content: 2 percent, plus or minus 1.5 percent at point of delivery (prior to pumping).
- B. Foundations: Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 4000 psi at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.50.
  - 3. Slump Limit: 4 inches plus or minus 1 inch at point of delivery (prior to pumping).
  - 4. Slump Limit for concrete containing high-range water-reducing admixture or plasticizing admixture: 8 inches maximum for concrete with approved design mix slump of 3 to 5 inches before adding high-range water-reducing admixture or plasticizing admixture.
  - 5. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery (prior to pumping).

### 2.9 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.
  - When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

### **PART 3 - EXECUTION**

#### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
  - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
  - 2. Class B, 1/4 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
  - 1. Install keyways, reglets, recesses, and the like, for easy removal.
  - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Provide ¾ inch chamfer at all exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

## 3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

 Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."

### 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

#### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

#### 3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
  - 3. Locate joints for slabs on metal deck as indicated on drawings.
  - 4. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
  - 5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
  - 6. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect unless water is held back at plant and amount of held back water is printed on the batch ticket, subject to limitations of ACI 301.
  - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
  - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
  - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Maintain reinforcement in position on chairs during concrete placement.
  - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 4. Slope surfaces uniformly to drains where required.
  - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures. Contractor will submit cold-weather concrete placement plan that will be used to undertake cold-weather concrete placement techniques when required.
  - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- F. Hot-Weather Placement: Comply with ACI 305 and as follows. Contractor will submit hot-weather concrete placement plan that will be used to undertake hot-weather concrete placement techniques when required.

1. Maintain concrete temperature below 90 deg F at time of placement.

#### 3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
  - Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
  - 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

#### 3.8 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
  - Immediately after float finishing, slightly roughen trafficked surface by brooming with fiberbristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

### 3.9 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with inplace construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

### 3.10 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including basement walls, underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period additional curing is at contractor's option. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    - a. Use moisture-retaining covers to cure concrete slab surfaces. Moisture-retaining covers by be used to cure all other concrete at contractor's option.
  - Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
    - a. Cure concrete other than concrete slab surfaces with a curing compound at the contractor's option.
  - 3. Curing and Sealing Compound: Apply uniformly to floors and slabs only where indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

### 3.11 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
  - Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  - 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
  - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
  - Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  - 2. After concrete has cured at least 14 days, correct high areas by grinding.
  - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  - 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
  - 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  - 6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

- 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

#### 3.12 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain composite sample(s) for each day's pour of each concrete mixture exceeding 5 cu. yd per the following:

| Concrete Delivered                | Composite Samples Obtained                     |
|-----------------------------------|--|
| Less than 5 cubic yards           | None   |
| 5 cubic yards to 49 cubic yards   | 1 (take from first load delivered)             |
| 50 cubic yards to 100 cubic yards | 1  |
| Over 100 cubic yards              | 1 for each 100 cubic yards or fraction thereof |

- a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
- 2. Slump: ASTM C 143; one test at point of placement (back of concrete truck) prior to conveyance by pump, bucket, etc. for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
- 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173 volumetric method, for structural lightweight concrete; one test at point of placement (back of concrete truck) prior to conveyance by pump, bucket, etc. for each composite sample, but not less than one test for each day's pour of each concrete mixture.

- 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
- 5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test at point of placement (back of concrete truck) prior to conveyance by pump, bucket, etc. for each composite sample, but not less than one test for each day's pour of each concrete mixture.
- 6. Compression Test Specimens: ASTM C 31.
  - a. Cast and laboratory cure five, 6 inch by 12 inch (or seven 4 inch by 8 inch) standard cylinder specimens for each composite sample.
- 7. Compressive-Strength Tests: ASTM C 39; test one 6 by 12 inch (or one 4 by 8) laboratory-cured specimen at 7 days and two 6 by 12 (or three 4 by 8 inch) laboratory-cured specimens at 28 days and hold two 6 by 12 (or three 4 by 8 inch) laboratory-cured specimens in reserve for 56 day test if required.
  - a. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
- 8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- 9. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- 11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.
- 12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

**END OF SECTION 03300**