

Appalachian State University Holmes Convocation Center Stair Repair SPECIFICATIONS NOT FOR CONSTRUCTION – FOR REVIEW ONLY July 11, 2022 Wiley|Wilson Commission No. 222079.00





Appalachian State University

Holmes Convocation Center

Stair Repair

#### SPECIFICATIONS

#### NOT FOR CONSTRUCTION -

FOR REVIEW ONLY

July 11, 2022

Wiley|Wilson Commission No. 222079.00

Contact: SCOTT M. FRANCIS, PE LEED AP<sup>®</sup> Project Manager, Buildings Group Leader 434.455.3225 | direct sfrancis@wileywilson.com



## **TABLE OF CONTENTS**

Division	Section Title	Pages
BIDDING IN	FORMATION	1
NOTICE TO	BIDDERS	2
UNC FORM	OF PROPOSAL	3
UNC CONTI	RACT FORMS BONDS	9
UNC GENER	RAL CONDITIONS	45
DIVISION 0	1 - GENERAL REQUIREMENTS	
011000	SUMMARY	5
012200	UNIT PRICES	1
012500	SUBSTITUTION PROCEDURES	1
012600	CONTRACT MODIFICATION PROCEDURES	1
012900	PAYMENT PROCEDURES	1
013100	PROJECT MANAGEMENT AND COORDINATION	1
013300	SUBMITTAL PROCEDURES	1
014000	QUALITY REQUIREMENTS	2
016000	PRODUCT REQUIREMENTS	2
017300	EXECUTION	2
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	1
017700	CLOSEOUT PROCEDURES	1
017839	PROJECT RECORD DOCUMENTS	1
DIVISION 0	3 - CONCRETE	
030130	MAINTENANCE OF CAST-IN-PLACE CONCRETE	2
031000	CONCRETE FORMING AND ACCESSORIES	1
033000	CAST-IN-PLACE CONCRETE	3
034500	PRECAST ARCHITECTURAL CONCRETE	3

END OF TABLE OF CONTENTS

#### **ADVERTISEMENT FOR BIDS**

Sealed proposals will be received until <u>2:00 p.m. local time</u> on <u>Monday, August 29, 2022</u> at the <u>Planning</u>, <u>Design and Construction office</u>, <u>Appalachian State University</u>, <u>2458 Hwy 105 S.</u>, <u>Boone</u>, <u>NC 28607</u> for the construction of Holmes Convocation Center – Stair Repairs</u>, Code 42130, Item 305-4A05, ID # 22-24212-01A, at which time and place bids will be opened and read.

There will be a **non-mandatory** project site walk at 2:00 p.m. on Thursday, August 18, 2022. Meet at the base of the northwest stair at the Holmes Convocation Center, 111 River Street, Boone, NC 28607. Contact W. Brett Scantlin, PE (<u>scantlinwb@appstate.edu</u>, 828-262-8856) if you are interested in attending this additional site walk but you have an issue getting to the site or with the scheduled time.

Complete plans and specifications for this project can be obtained from Scott Francis, PE, c/o Wiley|Wilson, 5540 Centerview Drive, Suite 311, Raleigh, North Carolina, 27606. Please contact Scott Francis at 434-455-3225 or by e-mail at <u>sfrancis@wileywilson.com</u> during normal office hours to request plans and specifications.

Plans and specifications are available as PDF files electronically and can be obtained from the designer at no cost. Hard copies of plans are available for a plan deposit of \$100.00 which is refundable upon return of complete sets in good, usable condition within 10 calendar days after the bid date.

"Appalachian State University encourages participation by MWBE firms and supports UNC system's policy of ensuring and promoting opportunities for minority businesses."

The state reserves the unqualified right to reject any and all proposals.

Jeff Pierce, PE, CEM, CEFP Director Planning, Design & Construction Appalachian State University Boone, NC

# NOTICE TO BIDDERS

Sealed proposals will be received by the Appalachian State University in Boone NC, in the Planning, Design and Construction office at 2458 Hwy 105 S., Boone, NC 28607 up to <u>2:00 pm</u> <u>local time</u> on <u>August 29, 2022</u> and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of

#### Holmes Convocation Center – Stair Repairs

#### Code: 421306 Item: 305-4A05 SCO ID#22-24212-01A

Work includes repair of cast-in-place concrete stairs and retaining walls, partial demolition and replacement of cementitious concrete topping slab, installation of precast cap stones on site retaining walls adjacent to the stairs, and guardrail/handrail repairs. All of these repairs will be performed along with additional work shown on the construction documents at three of the entrances to the Holmes Convocation Center, located at 111 River Street on the campus of Appalachian State University in Boone, NC.

Bids will be received for Single Prime. All proposals shall be lump sum.

# **Pre-Bid Meeting**

An open pre-bid meeting will be held for all interested bidders on August 18, 2022 at 2:00 pm at the base of the northwest stair at the Holmes Convocation Center, 111 River Street, Boone, NC 28607. The meeting will address project specific questions, issues, bidding procedures and bid forms.

Complete plans, specifications and contract documents will be open for inspection in the offices of Wiley|Wilson (<u>https://www.wileywilson.com/bid-info/</u>) and in the plan rooms of the Associated General Contractors, Carolinas Branch, Apex, in the local North Carolina offices of McGraw-Hill Dodge Corporation, and in the Eastern Regional Office of Reed Construction Data in Norcross, GA and in the East Coast Digital Minoirty Plan Room Provider in Greenville, NC or may be obtained by those qualified as prime bidders, upon deposit of one hundred\_dollars (\$ 100) in cash or certified check. The full plan deposit will be returned to those bidders provided all documents are returned in good, usable condition within ten (10) days after the bid date.

**NOTE**: The bidder shall include <u>with the bid proposal</u> the form *Identification of Minority Business Participation* identifying the minority business participation it will use on the project and shall include either *Affidavit* **A** or *Affidavit* **B** as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for Public Utilities and Building.

**NOTE**: SINGLE PRIME CONTRACTS: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore, a single prime

SCO-Notice To Bidders 2010 – (Updated Dec. 2010)

project that involves other trades will require the single prime contractor to hold a proper General Contractors license. EXCEPT: On public buildings being bid single prime, where the total value of the general construction does not exceed 25% of the total construction value, contractors under GS87- Arts 2 and 4 (Plumbing, Mechanical & Electrical) may bid and contract directly with the Owner as the SINGLE PRIME CONTRACTOR and may subcontract to other properly licensed trades. GS87-1.1- Rules .0210

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 five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit 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.

A performance bond and a payment bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 30 days.

The owner reserves the right to reject any or all bids and to waive informalities.

Designer:

Owner:

Scott Francis, PE Project Manager Wiley|Wilson 5540 Centerview Drive, Suite 311 Raleigh, NC 27606 Jeff Pierce, PE Director Planning, Design & Construction Appalachian State University Boone, NC 28607

# FORM OF PROPOSAL

Holmes Convocation Center Stair Repair	Contract:
Appalachian State University	Bidder:
Code: 42130 Item 305-4A05 ID #	Date:

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The Bidder proposes and agrees if this proposal is accepted to contract with the

#### State of North Carolina through Appalachian State University

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

#### Holmes Convocation Center Stair Repair

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the State of North Carolina, and the

#### Appalachian State University and Wiley|Wilson

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

#### SINGLE PRIME CONTRACT:

Base Bid:		Dollars(\$)	
General Subcontractor:		Plumbing Subcontractor:	
	Lic		Lic
Mechanical Subcontractor:		Electrical Subcontractor:	
	Lic		Lic

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

#### ALTERNATES:

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" or "deducted from" the base bid. (Strike out "Add" or "Deduct" as appropriate.)

<u>Alternate No. G-1</u> Add remedial repairs to stair structure identified as South East Stair in drawings. This includes work shown on S-105, S-106, S-205, S-206, and S-207 of the construction drawings.

(ADD)		Dollars(	\$)
General Subcontractor:		Plumbing Subcontractor:	
	Lic		Lic
Mechanical Subcontractor:		Electrical Subcontractor:	
	Lic		Lic

<u>Alternate No. G-2</u> Add the replacement of the existing brick capstones to the retaining walls along the stair structures with a precast concrete capstone per detail E on sheet S-501 of the construction drawings.

Alternate G-2 Bid: (ADD)	Dollars(\$)	
General Subcontractor:	Plumbing Subcontractor:	
Lic	Lic	
Mechanical Subcontractor:	Electrical Subcontractor:	
Lic	Lic	

#### UNIT PRICES

. ..

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

No. 1_	Precast Concrete Cap Stone	<u>Linear Feet</u>	Unit Price (\$)
No. 2_	Concrete Crack Repair	Linear Feet	Unit Price (\$)
No. 3	Remove and Install Cementitious Topping Slab	<u>Square Feet</u>	Unit Price (\$)
No. 4	(Brief Description)	<u>(Unit)</u>	Unit Price (\$)

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

#### MINORITY BUSINESS PARTICIPATION REQUIREMENTS

<u>Provide with the bid</u> - Under GS 143-128.2(c) the undersigned bidder shall identify <u>on its bid</u> (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. <u>Also</u> list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

**NOTE**: A contractor that performs all of the work with its <u>own workforce</u> may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

<u>After the bid opening</u> - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is <u>equal to or more than the 10% goal</u> established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

#### \* OR \*

<u>If less than the 10% goal</u>, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

**Note**: Bidders must always submit <u>with their bid</u> the Identification of Minority Business Participation Form listing all MB contractors, <u>vendors and suppliers</u> that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

# Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of	
(Name of firm or co	prporation making bid)
WITNESS:	Ву:
	Signature
	Name:
(Proprietorship or Partnership)	Print or type
	Title
	(Owner/Partner/Pres./V.Pres)
	Address
ATTEST:	
By <u>:</u>	License No
Title	Federal I.D. No
(Corp. Sec. or Asst. Sec. only)	
	Email Address:
(CORPORATE SEAL)	
Addendum received and used in computing bid:	
Addendum No. 1 Addendum No. 3	Addendum No. 5 Addendum No. 6

## FORM OF CONSTRUCTION CONTRACT

(ALL PRIME CONTRACTS)

	THIS AGREEMENT, made the			day of	in the year of
20	by	and	between		

hereinafter called the Party of the First Part and the State of North Carolina, through the [insert name of UNC Institution] hereinafter called the Party of the Second Part.

#### WITNESSETH:

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates; and drawings, titled:

Holmes Convocation Center Stair Repairs

Consisting of the f	ollowing sheets:		
Dated:	and the fo	ollowing addenda:	
Addendum No	Dated:	Addendum No Dated:	
Addendum No	Dated:	Addendum No Dated:	
Addendum No	Dated:	Addendum No Dated:	
Addendum No	Dated:	Addendum No Dated:	

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within \_\_\_\_\_\_ consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by

the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

(\$

Summary of Contract Award:

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt from the Designer. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

7. The Party of the First Part attest that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in \_\_\_\_\_\_ counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)	By: Title: (Owner, Partner, or Corp. Pres. or Vice Pres. only)
Attest: (Corporation)	
Ву:	_
Title: (Corp. Sec. or Asst. Sec. only) (CORPORATE SEAL)	– The State of North Carolina through
	(Agency, Department or Institution)
Witness:	
	Ву:
	Title:

## FORM OF PERFORMANCE BOND

-		

Project

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in \_\_\_\_\_ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

Contractor: (Trade or Corporate Name)

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

Title:

Title: \_\_\_\_\_\_ (Owner, Partner, or Corp. Pres. or Vice Pres. only)

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

Title: \_\_\_\_\_\_ (Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

(Surety Company)

Witness:

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

Title: \_\_\_\_\_\_(Attorney in Fact)

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C. Regional or Branch Office Address (Surety Corporate Seal)

#### FORM OF PAYMENT BOND

Date of Contract:	
Date of Execution: Name of Principal (Contractor)	
Name of Surety:	
Name of Contracting Body:	
Amount of Bond:	
Project	

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in \_\_\_\_\_ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

Contractor: (Trade or Corporate Name)

Ву: \_\_\_\_\_

Title (Owner, Partner, or Corp. Pres. or Vice Pres. only)

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

Title: \_\_\_\_\_\_(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

(Surety Company)

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

Title: \_\_\_\_\_ (Attorney in Fact)

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C. Regional or Branch Office Address (Surety Corporate Seal)

Witness:

Sheet for Attaching Power of Attorney

# Sheet for Attaching Insurance Certificates

#### **INSTRUCTIONS TO BIDDERS**

AND

**GENERAL CONDITIONS OF THE CONTRACT** 

STANDARD FORM FOR CONSTRUCTION PROJECTS

UNIVERSITY OF NORTH CAROLINA

SYSTEM OFFICE

Sixth Edition – June 2021

#### **INSTRUCTIONS TO BIDDERS**

#### For a proposal to be considered it must be in accordance with the following instructions:

#### 1. PROPOSALS

Proposals must be made in strict accordance with the Form of Proposal provided therefor, and all blank spaces for bids, alternates and unit prices applicable to bidders work shall be properly filled in. When requested alternates are not bid, the proposer shall so indicate by the words "No Bid". Any blanks shall also be interpreted as "No Bid". The bidder agrees that bid on Form of Proposal detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates. If figures and writing differ, the written number will supersede the figures.

Any modifications to the Form of Proposal (including alternates and/or unit prices) will disqualify the bid and may cause the bid to be rejected.

The bidder shall fill in the Form of Proposal as follows:

- a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- d. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable.
- e. All signatures shall be properly witnessed.
- f. If the contractor's license of a bidder is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title "Licensee" shall appear under his/her signature.

Proposals should be addressed as indicated in the Advertisement for Bids and be delivered enclosed in an opaque sealed envelope, marked "Proposal" and bearing the title of the work, name of the bidder, and the contractor's license number of the bidder. Bidders should clearly mark on the outside of the bid envelope which contract(s) they are bidding.

Bidder shall identify with appropriate attachments to the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts or an affidavit indicating work under contract will be self-performed, as required by G.S. 143-128.2 (c) and G.S. 143-128.2 (f). Failure to comply with these requirements is grounds for rejection of the bid.

For projects bid in the single-prime alternative, the names and license numbers of major subcontractors shall be listed on the proposal form.

It shall be the specific responsibility of the bidder to deliver his bid to the proper official at the selected place and prior to the announced time for the opening of bids. Later delivery of a bid for any reason, including delivery by any delivery service, shall disqualify the bid.

Unit prices quoted in the proposal shall include overhead and profit and shall be the full compensation for the contractor's cost involved in the work. See General Conditions, Article 19c-1.

#### 2. EXAMINATION OF CONDITIONS

It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, guality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the designer in preparing the documents. The owner will make copies of all such surveys and reports available to the bidder upon request.

Each bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the owner. Any reasonable request for access to the site will be honored by the owner.

#### 3. BULLETINS AND ADDENDA

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the bidder's responsibility to ascertain prior to bid time the addenda issued and to see that his bid includes any changes thereby required.

Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the designer who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids. Neither the owner nor the designer will be responsible for any oral instructions.

All addenda should be acknowledged by the bidder(s) on the Form of Proposal. However, even if not acknowledged, by submitting a bid, the bidder has certified that he has reviewed all issued addenda and has included all costs associated within the bid.

#### 4. BID SECURITY

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, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129).

Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract. The owner may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the owner. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later than seven (7) days after expiration of the holding period stated in the Notice to Bidders. Standard Form of Bid Bond is included in these specifications and shall be used.

#### 5. RECEIPT OF BIDS

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to the closing of the bid, the bidder will be permitted to change or withdraw his bid. Guidelines for opening of public construction bids are available from the owner.

#### 6. OPENING OF BIDS

Upon opening, all bids shall be read aloud. Once bidding is closed, there shall not be any withdrawal of bids by any bidder and no bids may be returned by the designer to any bidder. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute 143-129.1, for a period of thirty days unless otherwise specified. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder. The owner reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

- a. If the Form of Proposal furnished to the bidder is not used or is altered.
- b. If the bidder fails to insert a price for all bid items, alternate and unit prices requested.
- c. If the bidder adds any provisions reserving the right to accept or reject any award.
- d. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- e. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the owner.
- f. If the unit prices contained in the bid schedule are unacceptable to the owner.
- g. If the bidder fails to comply with other instructions stated herein.

#### 7. BID EVALUATION

The award of the contract will be made to the lowest responsible bidder as soon as practical. The owner may award on the basis of the base bid and any alternates the owner chooses.

Before awarding a contract, the owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following data:

- a. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the owner.
- b. A listing of completed projects of similar size.
- c. Permanent name and address of place of business.
- d. The number of regular employees of the organization and length of time the organization has been in business under present name.
- e. The name and home office address of the surety proposed and the name and address of the responsible local claim agent.
- f. The names of members of the firms who hold appropriate trade licenses, together with license numbers.
- g. If prequalified, contractor information may be reviewed and evaluated comparatively to submitted prequalification package.

Failure or refusal to furnish any of the above information, if requested, shall constitute a basis for disqualification of any bidder.

In determining the lowest responsible, responsive bidder, the owner shall take into consideration the bidder's compliance with the requirements of G.S. 143-128.2(c), the past performance of the bidder on construction contracts for the State with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with the designer and owner. Failure of the low bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2(c) shall constitute a basis for disqualification of the bid.

Should the owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and his bid security shall be returned to him.

#### 8. PERFORMANCE BOND

The successful bidder, upon award of contract, shall furnish a performance bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

#### 9. PAYMENT BOND

The successful bidder, upon award of contract, shall furnish a payment bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

#### 10. PAYMENTS

Payments to the successful bidders (contractors) will be made on the basis of monthly estimates of completed work. See Article 31, General Conditions.

#### 11. PRE-BID CONFERENCE

Prior to the date set for receiving bids, the Designer may arrange and conduct a Pre-Bid Conference for all prospective bidders. The purpose of this conference is to review project requirements and to respond to questions from prospective bidders and their subcontractors or material suppliers related to the intent of bid documents. Attendance by prospective bidders shall be as required by the "Notice to Bidders".

#### 12. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

#### **GENERAL CONDITIONS OF THE CONTRACT**

The use or reproduction of this document or any part thereof is authorized for and limited to use on projects of the University of North Carolina, and is distributed by, through and at the discretion of UNC System Office, Chapel Hill, North Carolina, for that distinct and sole purpose.

#### **TABLE OF CONTENTS**

#### PAGE

AR	TICLE TITLE	PAG
1	Definitions	8
2	Intent and Execution of Documents	10
3	Clarifications and Detail Drawings	11
4	Copies of Drawings and Specifications	12
5	Shop Drawings, Submittals, Samples, Data	12
6	Working Drawings and Specifications at the Job Site	13
7	Ownership of Drawings and Specifications	13
8	Materials, Equipment, Employees	13
9	Royalties, Licenses and Patents	14
10	Permits, Inspections, Fees, Regulations	14
11	Protection of Work, Property and the Public	15
12	Sedimentation Pollution Control Act of 1973	16
13	Inspection of the Work	16
14	Construction Supervision and Schedule	17
15	Separate Contracts and Contractor Relationships	21
16	Subcontracts and Subcontractors	21
17	Contractor and Subcontractor Relationships	22
18	Designer's Status	23
19	Changes in the Work	24
20	Claims for Extra Cost	26
21	Minor Changes in the Work	27
22	Uncorrected Faulty Work	28
23	Time of Completion, Delays, Extension of Time	28
24	Partial Utilization: Beneficial Occupancy	29
25	Final Inspection, Acceptance, and Project Closeout	29
26	Correction of Work Before Final Payment	30
27	Correction of Work After Final Payment	31
28	Owner's Right to Do Work	31
29	Annulment of Contract	31
30	Contractor's Right to Stop Work or Terminate the Contract	32
31	Requests for Payments	32
32	Certificates of Payment and Final Payment	34
33	Payments Withheld	35
34	Minimum Insurance Requirements	35
35	Performance Bond and Payment Bond	37
36	Contractor's Affidavit	37
37	Assignments	37
38	Use of Premises	37
39	Cutting, Patching and Digging	37
40	Utilities, Structures, Signs	38
41	Cleaning Up	40
42	Guarantee	40
43	Codes and Standards	40
44	Indemnification	41
45	Taxes	41

## ARTICLE

46 Equal Opportunity Clause		42	
47 Employment of the Handicapped		42	
48 Asbestos-Containing Materials (ACM)		42	
49 Minority Business Participation		42	
50 Contractor Evaluation			
51 Gifts		52	
Auditing Access to Persons and Records		53 North	
Carolina False Claims Act		54 Termination for	
Convenience	.45		

#### **ARTICLE 1 - DEFINITIONS**

- a. The **contract documents** consist of the Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawings and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond; the payment bond; insurance certificates; the approval of the university attorney; and the certificate of the Office of State Budget and Management. All of these items together form the contract.
- b. The **owner** is the State of North Carolina through the agency named in the contract.
- c. The **designer(s)** are those referred to within this contract, or their authorized representatives. The designer(s), as referred to herein, shall mean architect and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- d. The **contractor**, as referred to hereinafter, shall be deemed to be either of the several contracting parties called the "Party of the First Part" in either of the several contracts in connection with the total project. Where, in special instances hereinafter, a particular contractor is intended, an adjective precedes the word "contractor," as "general," "heating," etc. For the purposes of a single prime contract, the term Contractor shall be deemed to be the single contracting entity identified as the "Party of the First Part" in the single Construction Contract. Any references or adjectives that name or infer multiple prime contractors shall be interpreted to mean the single prime Contractor.
- e. A **subcontractor**, as the term is used herein, shall be understood to be one who has entered into a direct contract with a contractor, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. Written notice shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor and workmanship of the appropriate contractor.
- h. The **project** is the total construction work to be performed under the contract documents by the several contractors.

- i. **Project expediter**, as used herein, is an entity stated in the contract documents, designated to effectively facilitate scheduling and coordination of work activities. See Article 14(f) for responsibilities of a Project Expediter. For the purposes of a single prime contract, the single prime contractor shall be designated as the Project Expediter.
- j. **Change order**, as used herein, shall mean a written order to the contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the contractor and designer and approved by the owner in that order (Article 19).
- k. **Field Order**, as used herein, shall mean a written approval for the contractor to proceed with the work requested by owner prior to issuance of a formal Change Order. The field order shall be signed by the contractor, designer, and owner.
- I. **Time of completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).
- m. Liquidated damages, as stated in the contract documents, is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the contractor(s) to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the contractor, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused solely by the Contractor (e.g., if a multi-phased project-subsequent phases, delays in start of other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).
- n. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the contractor, and which engages to be responsible for the contractor and his acceptable performance of the work.
- o. Routine written communications between the Designer and the Contractor, are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications cannot be identified as "request for information."
- p. **Clarification or Request for information (RFI)**, is a request from the Contractor seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Contractor's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.
- q. **Approval**, means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- r. **Inspection**, shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.

- s. **"Equal to" or "approved equal"**, shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents. Acceptance of equal is subject to the approval of the Designer and Owner.
- t. **"Substitution" or "substitute"**, shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve competition and/or enhance the finished installation. Acceptance of substitution is subject to the approval of the Designer and Owner.
- u. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.
- v. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.
- w. **Special inspector** is one who inspects materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards.
- x. **Commissioning** is a quality assurance process that verifies and documents that building components and systems operate in accordance with the project design documents.
- y. **Designer Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to SCO final inspection.
- z. **SCO Final Inspection** is the inspection performed by the State Construction Office to determine the completeness of the project in accordance with North Carolina Building Codes.
- aa. **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building or project after all life safety items have been completed as determined by the State Construction Office. Life safety items include but are not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.
- bb. **Final Acceptance** is the date on which the State Construction Office approves the project as complying with the North Carolina Building Codes and the owner accepts the construction as totally complete. This includes certification by the Designer that all punch list items are completed.

#### **ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS**

a. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a bid for a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- c. The contractor shall execute each copy of the proposal, contract, performance bond and payment bond as follows:
  - 1. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
  - 2. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
  - 3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
  - 4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable to each particular member.
  - 5. All signatures shall be properly witnessed.
  - 6. If the contractor's license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.
  - 7. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
  - 8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
  - 9. The seal of the bonding company shall be impressed on each signature page of the bonds.
  - 10. The contractor's signature on the performance bond and the payment bond shall correspond with that on the contract. The date of the performance and payment bond shall not be prior to the date of the contract.

#### **ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS**

- a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.
- b. The contractor(s) and the designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject

to addition or change in accordance with progress of the work. The designer shall furnish drawings or clarifications in accordance with that schedule. The contractor shall not proceed with the work without such detail drawings and/or written clarifications.

#### **ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS**

The designer or owner shall furnish free of charge to the contractors electronic copies of plans and specifications. If requested by the contractor, paper copies of plans and specifications shall be furnished free of charge as follows:

- a. General contractor Up to twelve (12) sets of general contractor drawings and specifications, up to six (6) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.
- b. Each other contractor Up to six (6) sets of the appropriate drawings and specifications, up to three (3) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.
- c. Additional sets shall be furnished at cost, including mailing, to the contractor upon request by the contractor. This cost shall be stated in the bidding documents.
- d. For the purposes of a single-prime contract, the contractor shall receive up to 30 sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

#### ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

- a. Within 15 consecutive calendar days after the notice to proceed, each prime contractor shall submit a schedule for submission of all shop drawings, product data, samples, and similar submittals through the Project Expediter to the Designer. This schedule shall indicate the items, relevant specification sections, other related submittal data, and the date when these items will be furnished to the designer.
- b. The Contractor(s) shall review, approve and submit to the Designer all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the Contractor's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal shall be presented to the Designer in accordance with the schedule submitted in paragraph (a) so as to cause no delay in the activities of the Owner or of separate Contractors.
- c. The Designer shall review required submittals promptly, noting desired corrections if any, and retaining two (2) copies (one for the Designer, one for the owner) for his use. The remaining copies of each submittal shall be returned to the Contractor not later than twenty (20) days from the date of receipt by the Designer, for the Contractor's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.

d. Approval of shop drawings/submittals by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Designer by the Contractor.

#### ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- a. The contractor shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the designer, his authorized representative, the owner or State Construction Office..
- b. The contractor shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after final acceptance of the project.
- c. The contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

#### **ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS**

All drawings and specifications are instruments of service and remain the property of the State of North Carolina. The use of these instruments on work other than this contract without permission of the owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the owner upon request after completion of the work.

#### **ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES**

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally

acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items or equipment shall be submitted to the designer for approval or disapproval; such approval or disapproval shall be made by the designer prior to the opening of bids. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approve.

- e The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance by the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.

#### **ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS**

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The contractor shall protect and save harmless the owner against suit on account of alleged or actual infringement. The contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

#### **ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS**

- a. The contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. See Instructions to Bidders, Paragraph 3, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the designer, he shall bear all cost arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other state, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the contractor and included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by the contractor unless otherwise noted.
- c. Projects constructed by the State of North Carolina or by any agency or institution of the state are not subject to inspection by any county or municipal authorities and are not subject to county or municipal building codes. The contractor shall, however, cooperate with the county or municipal authorities by obtaining building permits. Permits shall be obtained at no cost.

d. Projects involving local funding may be subject also to county and municipal building codes and inspection by local authorities. The Contractor shall pay the cost of these permits and inspections as noted in the specifications.

## ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around same. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- g. The contractor shall designate a responsible member of his organization as safety officer/inspector, to inspect the project site for unsafe health and safety hazards, to report these hazards to the contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to the designer and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.

- h. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 19(b).
- i. Any and all costs associated with correction of damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to correction of damage caused by flooding, mud, sand, stone, debris, and discharging of waste products.

## **ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973**

- a. Any land-disturbing activity performed by the contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. The contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the contractor(s) shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

#### **ARTICLE 13 - INSPECTION OF THE WORK**

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours and during any time work is in preparation and progress by the designer, designated official representatives of the owner, State Construction Office, and those persons required by state law to test special work for official approval. The contractor shall therefore provide safe access to the work at all times for such inspections.
- b. All instructions to the contractor will be made only by or through the designer or his designated project representative. Observations made by official representatives of the owner shall be conveyed to the designer for review and coordination prior to issuance to the contractor.
- c. All work shall be inspected by the designer, special inspector and/or State Construction Office prior to being covered by the contractor. Contractor shall give a minimum notice of two weeks unless otherwise agreed to by all parties. If inspection fails, after the first

re-inspection all costs associated with additional inspections shall be borne by the contractor.

- d. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the contractor shall give adequate notice to the designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of the designer, or his authorized representative, and it shall be the contractor's responsibility to serve ample notice of such tests.
- e. All laboratory tests shall be paid by the owner unless provided otherwise in the contract documents except the general contractor shall pay for laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- f. Should any work be covered up or concealed prior to inspection and approval by the designer, special inspector, and/or State Construction Office such work shall be uncovered or exposed for inspection, if so requested by the designer in writing. Inspection of the work will be made upon notice from the contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the contractor involved.

#### **ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE**

- a. Throughout the progress of the work, each contractor shall keep at the job site a competent superintendent and supervisory staff satisfactory to the designer and the owner. The superintendent and supervisory staff shall not be changed without the consent of the designer and owner unless said superintendent ceases to be employed by the contractor or ceases to be competent as determined by the contractor, designer and owner. The superintendent and other staff designated by the contractor in writing shall have authority to act on behalf of the contractor, and instructions, directions or notices given to him shall be as binding as if given to the contractor. However, directions, instructions and notices shall be confirmed in writing.
- b. The contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. All contractors shall be required to cooperate and consult with each other during the construction of this project. Prior to installation of work, all contractors shall jointly prepare coordination drawings, showing locations of various ductworks, piping, motors, pumps, and other mechanical or electrical equipment, in relation to the structure, walls and ceilings. These drawings shall be submitted to the designer through the Project Expediter for information only. Each contractors shall lay out and execute his work to cause the least delay to other contractors. Each contractor shall be financially responsible for any damage to other contractor's work and for undue delay caused to other contractors on the project.
- d. The contractor is required to attend job site progress conferences as called by the designer. The contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the contractor. These meetings shall be open to subcontractors, material suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. Each contract and to recommend remedial measures for correction of progress as may be appropriate. The designer or his authorized representative shall be the coordinator of the conferences and shall preside as chairman. The contractor shall turn over a copy of his daily reports to the designer and owner at the job site project conference. The owner will determine the daily report format.
- e. The contractor(s) shall employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark in a location where same will not be disturbed and where direct instruments sights may be taken.
- f. The designer shall designate a project expediter on projects involving two or more prime contracts. The project expediter shall be designated in the Supplementary General Conditions. The Project Expediter shall have at a minimum the following responsibilities:
  - 1. Prepare the project construction schedule and shall allow all prime contractors (multi-prime contract) and subcontractors (single-prime contract) performing general, plumbing, HVAC, and electrical work equal input into the preparation of the initial construction schedule.
  - 2. Maintain a project progress schedule for all contractors.
  - 3. Give adequate notice to all contractors to ensure efficient continuity of all phases of the work.
  - 4. Notify the designer of any changes in the project schedule.
  - 5. Recommend to the owner whether payment to a contractor shall be approved.
- g. It shall be the responsibility of the Project Expediter to cooperate with and obtain from several prime contractors and subcontractors on the job, their respective work activities and integrate these activities into a project construction schedule in form of a detailed bar chart or Critical Path Method (CPM) schedule. Each prime contractor shall provide work activities within fourteen (14) days of request by the Project Expediter. A "work activity", for scheduling purposes, shall be any component or contractual requirement of the project requiring at least one (1) day, but not more than fourteen (14) days, to complete or fulfill. The project construction schedule shall graphically show all salient features of the work required to construct the project from start to finish and within the allotted time established in the contract. The time (in days) between the contractor's early completion and contractual completion dates is part of the project total float time; and shall be used as such, unless amended by a change order. On a multi-prime project, each prime contractor shall review the proposed construction schedule and approve same in writing. The Project Expediter shall submit the proposed construction schedule to the designer for comments. The complete Project construction schedule shall be of the type set forth in the Supplementary General Condition or subparagraph (1) or (2) below, as appropriate:

- 1. For a project with total contracts of \$500,000 or less, a bar chart schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work.
- 2. For a project with total contracts over \$500,000, a Critical Path Method (CPM) schedule shall be utilized to control the planning and scheduling of the Work. The CPM schedule shall be the responsibility of the Project Expediter and shall be paid for by the Project Expediter.

**Bar Chart Schedule**, Where a bar chart schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punch list(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

**CPM Schedule**, Where a CPM schedule is required, it shall be in time-scaled precedence format using the Project Expediter's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format. The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the work to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punch list(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Contract time. Extensions to the Contract time, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change.

**Early Completion of Project**, The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

- h. The proposed project construction schedule shall be presented to the designer no later than fifteen (15) days after written notice to proceed. No application for payment will be processed until this schedule is accepted by the designer and owner.
- i. The approved project construction schedule shall be distributed to all contractors and displayed at the job site by the Project Expediter.
- The several contractors shall be responsible for their work activities and shall notify the j. project expediter of any necessary changes or adjustments to their work. The project Expediter shall maintain the project construction schedule, making biweekly adjustments, updates, corrections, etc., that are necessary to finish the project within the Contract time, keeping all contractors and the designer fully informed. Copy of a bar chart schedule annotated to show the current progress shall be submitted by the Contractor(s) to the designer, along with monthly request for payment. For project requiring CPM schedule, the Contractor shall submit a biweekly report of the status of all activities. The bar chart schedule or biweekly status report shall show the actual Work completed to date in comparison with the original Work scheduled for all activities. If any activities of the work of several contractors are behind schedule, the contractor must indicate in writing, what measures will be taken to bring each such activity back on schedule and to ensure that the Contract Completion Date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the designer by the Project Expediter, when (1) the contractor's report indicates delays, that are in the opinion of the designer or the owner, of sufficient magnitude that the contractor's ability to complete the work by the scheduled completion is brought into question: (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions, as determined by the designer, are in process; and (3) the contractor desires to make changes in the logic (sequencing of work) or the planned duration of future activities of the CPM schedule which, in the opinion of the designer or the owner, are of a major nature. The plan of action, when required shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand. Failure to provide an updated construction schedule or a recovery schedule may be grounds for rejection of payment applications or withholding of funds as set forth in Article 33.
- k. The project expediter shall notify each contractor of such events or time frames that are critical to the progress of the job. Such notice shall be timely and reasonable. Should the progress be delayed due to the work of any of the several contractors, it shall be the duty of the project expediter to immediately notify the contractor(s) responsible for such delay, the designer, the owner and other prime contractors. The designer shall determine the contractor(s) who caused the delays notify the bonding company of the responsible contractor(s) of the delays and shall make a recommendation to the owner regarding further action.
- I. Designation as project expediter entails an additional project control responsibility and does not alter in any way the responsibility of the contractor so designated, nor the responsibility of the other contractors involved in the project. The project expeditor's superintendent(s) shall be in attendance at the project site at all times when work is in progress unless conditions are beyond the control of the contractor or until termination of the contract in accordance with the contract documents. It is understood that such superintendent shall be acceptable to the owner and designer and shall be the one who will be continued in that capacity for the duration of the project unless he ceases to be on the contractor's payroll or the owner otherwise agrees. The time commitment of the project superintendent to the project shall be such as to insure satisfactory construction

progress & coordination as determined by the project designer and owner and may be as stipulated in the Supplementary General Conditions.

## ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS

- a. Public contracts may be delivered by the following construction delivery methods: single-prime, dual (single-prime and separate-prime), construction manager at risk, and alternative contracting method as approved by the State Building Commission. The owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the best interest of the State. For the purposes of a single prime contract, refer to Article 1 Definitions.
- b. All contractors shall cooperate with each other in the execution of their work, and shall plan their work in such manner as to avoid conflicting schedules or delay of the work. See Article 14, Construction Supervision.
- c. If any part of contractor's work depends upon the work of another contractor, defects which may affect that work shall be reported to the designer in order that prompt inspection may be made and the defects corrected. Commencement of work by a contractor where such condition exists will constitute acceptance of the other contractor's work as being satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The designer shall be the judge as to the quality of work and shall settle all disputes on the matter between contractors.
- d. Any mechanical or electrical work such as sleeves, inserts, chases, openings, penetrations, etc., which is located in the work of the general contractor shall be built in by the general contractor. The respective mechanical and electrical contractors shall set all sleeves, inserts and other devices that are to be incorporated into the structure in cooperation and under the supervision of the general contractor. The responsibility for the exact location of such items shall be that of the mechanical and/or electrical contractor.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the designer may perform his functions under the contract documents.
- f. Should a contractor cause damage to the work or property of another contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

## **ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS**

a. Within thirty (30) days after award of the contract, the contractor shall submit to the designer and to the owner a list giving the names and addresses of subcontractors and equipment and material suppliers he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the designer, the designer shall submit his reasons for disapproval in writing to the owner for the owner's consideration with a copy to the contractor. If the owner concurs with the designer's recommendation, the contractor shall submit a substitute for approval. The designer shall act promptly in the approval of subcontractors, and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the designer.

- b. The designer will furnish to any subcontractor, upon request, evidence regarding amounts of money paid to the contractor on account of the subcontractor's work.
- c. The contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The contractor agrees that no contractual relationship exists between the subcontractor and the owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the contractor.
- d. The owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

## **ARTICLE 17 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS**

The contractor agrees that the terms of these contract documents shall apply equally to each subcontractor as to the contractor, and the contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. The contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled "Interest on final payments due to prime contractors: payments to subcontractors."

- On all public construction contracts which are let by a board or governing body of the a. state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on such project to complete his contract. Should final payment to any prime contractor beyond the date such contracts have been certified to be completed by the designer or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.
- b. Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service

provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.

- c. The percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the owner to the prime contractor. Any percentage of retainage on payments made by the prime contractor to the subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime contractor to the prime contractor shall be subject to interest to be paid by the prime contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the prime contractor at the time of application and certification to the owner from withholding application and certification to the owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to prime contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by owner.

## **ARTICLE 18 - DESIGNER'S STATUS**

- a. The designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to direct work to be performed, to stop work, to order work removed, or to order corrections of faulty work where any such action by the designer may be necessary to assure successful completion of the work.
- b. The designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the contractor, taking sides with neither.
- c. Should the designer cease to be employed on the work for any reason whatsoever, then the owner shall employ a competent replacement who shall assume the status of the former designer.
- d. The designer and his consultants will make inspections of the project. They will inspect the progress, the quality and the quantity of the work.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the designer and owner may perform their functions under the contract documents.
- f. Based on the designer's inspections and evaluations of the project, the designer shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract.

## **ARTICLE 19 - CHANGES IN THE WORK**

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of an approved change order or written field order from the designer, countersigned by the owner. No claim for adjustments of the contract price shall be valid unless this procedure is followed.
  A field order, transmitted by fax or hand-delivered, may be used where the change

A field order, transmitted by fax or hand-delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined below under either c.1 or c.2 or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
  - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the contractor, designer and owner, the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed on the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.
  - 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph b and c.2. above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (first tier), or their subcontractors (second tier, third tier, etc.) shall be allowed a maximum of ten percent (10%) on work they each self-perform; the prime contractor shall be allowed a maximum of five percent (5%) on contracted work of his first tier subcontractor; first tier, second tier, third tier, etc. subcontractors shall be allowed a maximum of two and one-half percent (2.5%) on the contracted work of their subcontractors. Under c.1. no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under c.2. and b. above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:

- 1. The actual costs of materials and supplies incorporated or consumed as part of the work.
- 2. The actual costs of labor expended on the project site. Labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
- 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor.
- 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; vehicles; and temporary facilities required for the work.
- 5. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.

In all change orders, the procedure will be for the designer to request g. proposals for the change order work in writing. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to a lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis for a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's approval. The owner shall approve and execute the change order within seven (7) days of receipt. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.

h. At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- i. A change order, when issued, shall be full compensation, or credit, for the extra work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- j. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner a correct account of the cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph c. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or having performed that portion of the work requested in the change order.

## **ARTICLE 20 - CLAIMS FOR EXTRA COST**

- a. Should the contractor consider that as a result of instructions given by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The contractor shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation shall be considered unless the claim is so made. The designer shall render a written decision within seven (7) days of receipt of claim.
- b. The contractor shall not act on instructions received by him from persons other than the designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The designer shall not be responsible for misunderstandings claimed by the contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.
- c. Should a claim for extra compensation by the contractor that complies with the requirements of (a) above be denied by the designer or owner, and cannot be resolved by a representative of The University of North Carolina System Office, the contractor may request a mediation in connection with G.S. 143-128(f1) in the dispute resolution rules adopted by the State Building Commission (1 N.C.A.C. 30H .0101 through .1001). If the contractor is unable to resolve its claims as a result of mediation, the contractor may pursue his claim in accordance with the provisions of G.S. 143-135.3 and the following:
  - 1. A contractor who has not completed a contract with an institution of The University of North Carolina and who has not received the amount he claims is due under the contract may submit a verified written claim to the Associate Vice President for Finance & University Property Officer of The University of North Carolina System Office for the amount the contractor claims is due. If the claim remains unresolved after review by the Associate Vice President for Finance, the contractor may submit the verified written claim to the Director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The

Director may deny, allow or compromise the claim, in whole or in part. A claim under this subsection is not a contested case under Chapter 150B of the General Statutes.

- 2. (a) A contractor who has completed a contract with an institution of University of North Carolina for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the Associate Vice President for Finance & University Property Officer of The University of North Carolina System Office for the amount the contractor claims is due. If the claim remains unresolved after review by the Associate Vice President for Finance, the contractor may submit the verified written claim to the Director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The claim shall be submitted within sixty (60) days after the contractor receives a final statement of the Associate Vice President's disposition of his claim and shall state the factual basis for the claim.
  - (b) The Director shall investigate a submitted claim within ninety (90) days of receiving the claim, or within any longer time period upon which the Director and the contractor agree. The contractor may appear before the Director, either in person or through counsel, to present facts and arguments in support of his claim. The Director may allow, deny or compromise the claim, in whole or in part. The Director shall give the contractor a written statement of the Director's decision on the contractor's claim.
  - (c) A contractor who is dissatisfied with the Director's decision on a claim submitted under this subsection may commence a contested case on the claim under Chapter 150B of the General Statutes. The contested case shall be commenced within sixty (60) days of receiving the director's written statement of the decision.
  - (d) As to any portion of a claim that is denied by the director, the contractor may, in lieu of the procedures set forth in the preceding subsection of this section, within six (6) months of receipt of the director's final decision, institute a civil action for the sum he claims to be entitled to under the contract by filing a verified complaint and the issuance of a summons in the Superior Court of Wake County or in the superior court of any county where the work under the contract was performed. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

## **ARTICLE 21 - MINOR CHANGES IN THE WORK**

The designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, copied to the owner, and shall be binding on the owner and the contractor.

## **ARTICLE 22 - UNCORRECTED FAULTY WORK**

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the owner and the designer, the owner shall be reimbursed by the contractor. A change order will be issued to reflect a reduction in the contract sum.

## ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

- a. The time of completion is stated in the Supplementary General Conditions and in the Form of Construction Contract. The Project Expediter, upon notice of award of contract, shall prepare a construction schedule to complete the project within the time of completion as required by Article 14.
- b. The contractors shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the designer and shall fully complete all work hereunder within the time of completion stated. Time is of the essence and the contractor acknowledges the owner will likely suffer financial damage for failure to complete the work within the time of completion. For each day in excess of the above number of days, the contractor(s) shall pay the owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the owner by reason of failure of said contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.
- c. In the event of multiple prime contractors, the designer shall be the judge as to the division of responsibility between the contractor(s), based on the construction schedule, weekly reports and job records, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them.
- d. If the contractor is delayed at any time in the progress of his work solely by any act or negligence of the owner, the designer, or by any employee of either; by any separate contractor employed by the owner; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer and owner determine may justify the delay, then the contract time may be extended by change order only for the time which the designer and owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fires, delays in transportation, unavoidable casualties or other delays which are beyond the control of the owner do not entitle the contractor to compensable damages for delay. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

e. Request for extension of time shall be made in writing to the designer with copies to the owner within twenty (20) days following cause of delay. In case of continuing cause for delay, the contractor shall notify the designer in writing with copies to the owner of the

delay within twenty (20) days of the beginning of the delay and only one claim is necessary.

- f. The contractor shall notify his surety in writing of extension of time granted.
- g. No claim for time extension shall be allowed on account of failure of the designer to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. See Article 5c. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

### **ARTICLE 24 - PARTIAL UTILIZATION BENEFICIAL OCCUPANCY**

- a. The owner may desire to occupy or utilize all or a portion of the project prior to completion of the project.
- b. Should the owner request a utilization of the building or portion thereof, the designer shall perform a designer final inspection of the area after being notified by the contractor that the area is ready for such. After the contractor has completed designer final inspection punch list and the designer has verified, the designer shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office. If beneficial occupancy is granted by the owner and State Construction Office, in such areas the following will be established:
  - 1. The beginning of guarantees and warranties period for the equipment necessary to provide support in the area.
  - 2. The owner assumes all responsibilities for utility costs for the entire building
  - 3. Contractor will obtain consent of surety.
  - 4. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.
- c. The owner shall have the right to exclude the contractor from any part of the project which the designer has so certified to be substantially complete, but the owner will allow the contractor reasonable access to complete or correct work to bring it into compliance with the contract.
- d. Occupancy by the owner under this article will in no way relieve the contractor from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

### **ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE AND PROJECT CLOSEOUT**

a. Upon notification from the contractor(s) that the project is complete and ready for inspection, the designer shall make a designer final inspection to verify that the project is complete and ready for owner and SCO final inspection. Prior to owner & SCO final inspection, the contractor(s) shall complete all items requiring corrective measures noted at the designer final inspection. The designer shall schedule a SCO final inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office.

b. At the SCO final inspection, the designer and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the SCO final inspection, the designer, the owner and State Construction Office representatives shall make one of the following determinations:

- 1. That the project is completed and accepted.
- 2. That the project will be accepted subject to correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of SCO final inspection or the owner may invoke Article 28, Owner's Right to Do Work.
- 3. That the project is not complete and another date for a SCO final inspection will be established.
- c. Within fourteen (14) days of final acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the designer shall certify the work and issue applicable certificate(s) of compliance.
- d. Any discrepancies listed or discovered after the date of SCO final inspection and acceptance under Paragraphs b1 or b2 above, shall be handled in accordance with Article 42, Guarantee.
- e The final acceptance date will establish the following:
  - 1. The beginning of guarantees and warranties period.
  - 2. The date on which the contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
  - 3. That no liquidated damages (if applicable) shall be assessed after this date.
  - 4. The termination date of utility cost to the contractor.
- f. Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the owner's designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the contractor shall provide the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care, and adjustment of all equipments.

### **ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT**

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the owner. Work or property of other contractors or the owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the contractor whose work is faulty.
- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the designer, and shall make satisfactory progress, as determined by the designer, until completed.

c. Should the contractor fail to proceed with the required corrections, then the owner may complete the work in accordance with the provisions of Article 28.

### **ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT**

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the owner, nor any provision of the contract, nor any other act or instrument of the owner, nor the designer, shall relieve the contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. The contractor shall correct or make good any defects due thereto and repair any damage resulting therefrom which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The owner will report any defects as they may appear to the contractor and establish a time limit for completion of corrections by the contractor. The owner will be the judge as to the responsibility for correction of defects.

### **ARTICLE 28 - OWNER'S RIGHT TO DO WORK**

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

### **ARTICLE 29 - ANNULMENT OF CONTRACT**

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety. In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety shall be liable and shall pay to the owner the amount of said excess.

## ARTICLE 30 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the contractor, or if the owner should fail or refuse to make payment on account of a certificate issued by the designer within forty-five (45) days after receipt of same, then the contractor, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the owner and the designer, may suspend operations on the work or terminate the contract.
- b. The owner shall be liable to the contractor for the cost of all materials delivered and work performed on this contract plus ten (10) percent overhead and profit and shall make such payment. The designer shall be the judge as to the correctness of such payment.

## **ARTICLE 31 - REQUEST FOR PAYMENT**

- a. Not later than the fifth day of the month, the contractor shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
  - 1. Total of contract including change orders.
  - 2. Value of work completed to date.
  - 3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the contractor's work has been satisfactorily completed on schedule, with approval of the owner and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
  - 4. Less previous payments.
  - 5. Current amount due.
- b. The contractor, upon request of the designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.
- c. Prior to submitting the first request, the contractor shall prepare for the designer a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The contractor(s) shall list the

value of each subcontractor and supplier, identifying each minority business subcontractor and supplier as listed in Affidavit C, if applicable.

- d. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the contractor, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the designer and the owner and located as close to the site as possible. The warehouse selected must be approved by the contractor's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer and owner of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the contractor. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer and the owner prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the State absolute right to possession of the materials at any time. Bond, security and insurance protection shall continue to be the responsibility of the contractor(s).
- e. On projects requiring a Critical Path Method (CPM) construction schedule, the project expediter will submit with each monthly pay application to the designer a current CPM schedule in a computerized precedence network format on a compact disc. The schedule will include all construction activities to be accomplished during the project to be properly sequenced and coordinated with elements of the work. The schedule shall be assembled from input presented and mutually coordinated by all the contractors (and/or subcontractors) and integrated into a single, overall schedule. The project expediter will show all the scheduled work activities, including their subcontractors, and the sequence and interdependence (predecessors and successors) of the activities. The schedule shall be clearly indicated. The schedule shall be in such a format that it can be read (imported) in Microsoft Project or Primavera P6. Failure to submit the construction schedule on compact disc media in an acceptable format will result in the pay application being denied.
- f. In the event of beneficial occupancy, retainage of funds due the contractor(s) may be reduced with the approval of the owner to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the contractor's bonding company.

## ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from the contractor, the designer shall issue and forward to the owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the contractor and the owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:
  - 1. Claims arising from unsettled liens or claims against the contractor.
  - 2. Faulty work or materials appearing after final payment.
  - 3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
  - 4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the contractor except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the contractor shall fully comply with all requirements specified in the "project closeout" section of the specifications. These requirements include but are not limited to the following:
  - 1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the owner).
  - 2. Transfer of Required attic stock material and all keys in an organized manner.
  - 3. Record of Owner's training.
  - 4. Resolution of any final inspection discrepancies.
  - 5. Granting access to contractor's records, if owner's internal auditors have made a request for such access pursuant to Article 52.
- e. The contractor shall forward to the designer, the final application for payment along with the following documents:
  - 1. List of minority business subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subcontractors and material suppliers.
  - 2. Affidavit of Release of Liens.
  - 3. Affidavit of contractors of payment to material suppliers and subcontractors. (See Article 36).
  - 4. Consent of Surety to Final Payment.

- 5. Certificates of state agencies required by state law.
- f. The designer will not authorize final payment until the work under contract has been certified by designer, certificates of compliance issued, and the contractor has complied with the closeout requirements. The designer shall forward the contractor's final application for payment to the owner along with respective certificate(s) of compliance required by law.

### **ARTICLE 33 - PAYMENTS WITHHELD**

- a. The designer with the approval of the owner may withhold payment for the following reasons:
  - 1. Faulty work not corrected.
  - 2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
  - 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- b. The owner may authorize the withholding of payment for the following reasons:
  - 1. Claims filed against the contractor or evidence that a claim will be filed.
  - 2. Evidence that subcontractors have not been paid.
- c. The owner may withhold all or a portion of the contractor's general conditions costs set forth in the approved schedule of values if the contractor has failed to comply with: (1) a request to access its records by the owner's internal auditors pursuant to Article 52; (2) a request for a plan of action and/or recovery schedule under Article 14j; (3) a request to provide electronic copies of contractor's baseline schedule and/or updates with all logic used to create schedules in the original format of the scheduling software; and (4) contractor's failure to have its superintendent on the project as provided in Article14.1 and/or as stipulated in the Supplementary General Conditions.
- d. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor in accordance with G.S. 143-134.1. As provided in G.S. 143-134.1(e) the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third party-claims filed against the owner or reasonable evidence that a third-party claim will be filed.

### **ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS**

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverage afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the

notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

### a. Worker's Compensation and Employer's Liability

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

### b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence
Property Damage:	\$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

## c. **Property Insurance (Builder's Risk/ Installation Floater)**

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

### d. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor

### e. Other Insurance

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

## f. Proof of Carriage

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

## **ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND**

- a. Each contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

### **ARTICLE 36 - CONTRACTOR'S AFFIDAVIT**

The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor's) knowledge, and if any appear afterward, the contractor shall save the owner harmless.

### **ARTICLE 37 - ASSIGNMENTS**

The contractor shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the contractor under the contract may be assigned.

### **ARTICLE 38 - USE OF PREMISES**

- a. The contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the designer and owner and shall not exceed those established limits in his operations.
- b. The contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The contractor(s) shall enforce the designer's and owner's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

### **ARTICLE 39 - CUTTING, PATCHING AND DIGGING**

a. The contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.

- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No contractor shall endanger any work of another contractor by cutting, digging or other means. No contractor shall cut or alter the work of any other contractor without the consent of the designer and the affected contractor(s).

### **ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS**

- a. The contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer and other utility services which may be necessary and required for completion of the project including all utilities required for testing, cleaning, balancing and sterilization of designated plumbing, mechanical and electrical systems. Any permanent meters installed shall be listed in the contractor's name until work has a final acceptance. The contractor will be solely responsible for all utility costs prior to final acceptance unless stipulated otherwise in the project specifications. The contractor shall contact all affected utility companies prior to bid to determine their requirements to provide temporary and permanent service and include all costs associated with providing those services in their bid unless otherwise stipulated. Coordination of the work of the utility companies during construction is the sole responsibility of the contractor.
- b. Meters shall be relisted in the owner's name on the day following final acceptance of the work, and the owner shall pay for services used after that date.
- c. The owner shall be reimbursed for all metered utility charges after the meter is relisted in the owner's name and prior to completion and acceptance of the work of **all** contractors. Reimbursement shall be made by the contractor whose work has not been completed and accepted. If the work of two or more contractors has not been completed and accepted, reimbursement to the owner shall be paid by the contractors involved on the basis of assessments by the designer.
- d. Prior to the operation of permanent systems, the General Contractor will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- e. All contractors shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the contractor(s), the designer and the owner. Use of the equipment in this manner shall be subject to the approval of the designer and owner and shall in no way affect the warranty requirements of the contractor(s).
- f. The electrical contractor shall have the building's permanent power wiring distribution system in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.

- g. The electrical contractor shall have the building's permanent lighting system ready at the time the general contractor begins interior painting and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- h. Each prime contractor shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
  - 1. Prior to acceptance of work by the State Construction Office and owner, each contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.
  - 2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the owner's acceptance of the work.
  - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing operations are creating dust in excess of what would be considered normal if the building were occupied.
  - 4. It shall be understood that any warranty on equipment presented to the owner shall extend from the day of final acceptance by the owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.
  - 5. The electrical contractor shall have all lamps in proper working condition at the time of final project acceptance.
- i. The General Contractor shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.
- j. The General Contractor shall, if required by the Supplementary General Conditions and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the designer so direct.
- k. On multi-story construction projects, the General Contractor shall provide temporary elevators, lifts, or other special equipment for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included in the General Contractor's bid.

I. The General Contractor will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the names of prime contractors on the project, and the name of the designer and consultants. Directional signs may be erected on the owner's property subject to approval of the owner with respect to size, style and location of such directional signs. Such signs may bear the name

of the contractor and a directional symbol. No other signs will be permitted except by permission of the owner.

# ARTICLE 41 - CLEANING UP

- a. The contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer or General Contractor. The General Contractor shall provide an onsite refuse container(s) for the use of all contractors. Each contractor shall remove their rubbish and debris from the building on a daily basis. The General Contractor shall broom clean the building as required to minimize dust and dirt accumulation.
- b. The General Contractor shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, each contractor shall clean his portion of the work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the owner, with no cleaning required by the owner.

## **ARTICLE 42 - GUARANTEE**

- a. The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy; and shall replace such defective materials or workmanship without cost to the owner.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

# **ARTICLE 43 - CODES AND STANDARDS**

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina state building codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

### **ARTICLE 44 - INDEMNIFICATION**

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the contractor, the contractor's subcontractor, or the agents of either the contractor or the contractor's subcontractor. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

### **ARTICLE 45 - TAXES**

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work, and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable, and such costs shall be included in the bid proposal and contract sum.

### e. Accounting Procedures for Refund of County Sales & Use Tax

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the

sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

### **ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

### **ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES**

The contractors agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

### ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard. Contractors are reminded of the requirements of instructions under Instructions to Bidders and General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina. The latest edition of *Guideline Criteria for Asbestos Abatement* from the State Construction Office is to be incorporated in all asbestos abatement program.

### **ARTICLE 49 - MINORITY BUSINESS PARTICIPATION**

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority business in total value of work for each State building project. The document *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix E are hereby incorporated and made a part of this contract.

### **ARTICLE 50 – CONTRACTOR EVALUATION**

The Contractor's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to bid on future State capital improvement projects. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, Contractor Evaluation Procedures, is hereby incorporated and made a part of this contract. The owner may request the contractor's comments to evaluate the designer.

## **ARTICLE 51- GIFTS**

Pursuant to General Statute 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, subcontractor, supplier, etc.) to make gifts or give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a government agency; or (2) have performed under such a contract during the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review General Statute 133-32.

The contractor is prohibited from making gifts to any of the owner's employees, owner's project representatives (architect, engineers, construction manager and their employees), employees of the State Construction Office and/or any other state employees that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the construction administration, financial administration and/or disposition of claims arising from and/or relating to the contract and/or the project.

## ARTICLE 52 – AUDITING – ACCESS TO PERSONS AND RECORDS

In accordance with General Statute.147-64.7, the State Auditor shall have access to the contractor's officers, employees, agents and/or other persons in control of and/or responsible for the contractor's records that relate to this contract for purposes of conducting audits under the referenced statute. The owner's internal auditors shall also have the right to access and copy the contractor's records relating to the contract and project during the term of the contract and within two years following the completion of the project/close out of the contract to verify accounts, accuracy, information, calculations and/or data affecting and/ or relating to contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from the owner and/or the owner's project representatives.

## **ARTICLE 53 – NORTH CAROLINA FALSE CLAIMS ACT**

The North Carolina False Claims Act (NCFCA), General Statute 1-605 through 1-618, applies to this contract. The contractor should familiarize itself with the entire NCFCA and its applicability to any requests, demands and/or claims for payment submitted to the State through the contracting university or affiliate.

The purpose of the NCFCA "is to deter persons from knowingly causing or assisting in causing the state to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the state by reason of a false or fraudulent claim" (Section 1-605[b]). A contractor's liability under NCFCA may arise from, but not be limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests for claims, and/or any other request for payment from the state through the contracting state agency, institution or university. The parts of the NCFCA that are most likely to be enforced with respect to this type of contract are as follows:

- A "claim" is "[a]ny request or demand, whether under a contract or otherwise, for money or property and whether or not the State has title to the money or property that (i) is presented to an officer, employee, or agent of the State or (ii) is made by a contractor...if the money or property is to be spent or used on the State's behalf or to advance a State program or interest and if the State government: (a) provides or has provided any portion of the money or property that is requested or demanded; or (b) will reimburse such contractor... for any portion of the money or property which is requested or demanded." (Section 1-606(2).)
- "Knowing" and "knowingly" whenever a person, with respect to information, does any of the following: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; and/or (c) Acts in reckless disregard of the truth or falsity of the information. (Section 1-606 (4).) Proof of specific intent to defraud is not required. (Section 1-606 (4).)
- "Material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. (Section 1-606(4).)
- Liability "Any person who commits any of the following acts shall be liable to the State for three times the amount of damages that the State sustains because of the act of that person[:] ...(1) Knowingly presents or causes to be presented a false or fraudulent claim for payment or approval. (2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim. (3) Conspires to commit a violation of subdivision (1), (2) ..." (Section 1-607(a)(1), (2)..)
- The NCFCA shall be interpreted and construed so as to be consistent with the federal False Claims Act, 31 U.S.C. 3729, et seq., and any subsequent amendments to that act. (Section 1-616©.)

Finally, the contracting university or affiliate may refer any suspected violation of the NCFCA by the contractor to the Attorney General's Office for investigation. Under Section 1-608(a), the Attorney General is responsible for investigating any violation of NCFCA, and may bring a civil action against the contractor under the NCFCA. The Attorney General's investigation and any civil action relating thereto are independent and not subject to any dispute resolution provision set forth in this contract. (See Section 1-608(a).)

# **ARTICLE 54 – TERMINATION FOR CONVENIENCE**

- a. The owner may, at any time and for any reason terminate the contractor's services and work at the owner's convenience. Upon receipt of such notice, the contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing orders for materials, facilities and supplies in connection with the performance of this agreement.
- b. Upon such termination, the contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this agreement; plus, (2) such other costs actually incurred by the contractor as are permitted by the prime contract and approved by the owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the contractor prior to the date of the termination of this agreement. The contractor shall not be entitled to any claim or claim of lien against the owner for any additional compensation or damages in the event of such termination and payment.

#### SECTION 011000 - SUMMARY

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Phased construction.
- 4. Work under Owner's separate contracts.
- 5. Owner-furnished/Contractor-installed (OFCI) products.
- 6. Contractor's use of site and premises.
- 7. Coordination with occupants.
- 8. Work restrictions.
- 9. Specification and Drawing conventions.

#### 1.2 PROJECT INFORMATION

- Project Identification: Holmes Convocation Center Stair Repairs, Code 42130, Item 305-4A05.
- 1. Project Location: Holmes Convocation Center, Appalachian State University, 111 River Street, Boone, NC 28607.
- B. Owner: Jeff Pierce, PE, Director Planning, Design & Construction, 2458 Hwy 105 S., Boone, NC 28607.
- 1. Owner's Representative: W. Brett Scantlin, PE, Project Manager, 2458 Hwy 105 S., Boone, NC 28607.
- C. Architect/Engineer: Wiley|Wilson, 5540 Centerview Drive, Suite 311, Raleigh, NC 27606.
- 1. Architect's/Engineer's Representative: Scott M. Francis, PE, Project Manager, Wiley/Wilson, 5540 Centerview Drive, Suite 311, Raleigh, NC 27606.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
- 1. Includes repair of cast-in-place concrete stairs and retaining walls, partial demolition and replacement of cementitious concrete topping slab, installation of precast cap stones on

site retaining walls adjacent to the stairs, and guardrail/handrail repairs. All of these repairs will be performed along with other Work indicated on the Contract Documents at three of the entrances to the Holmes Convocation Center, located at 111 River Street on the campus of Appalachian State University in Boone, NC.Insert additional paragraphs for other major items of work. See the Evaluations for model text.

- B. Type of Contract:
- 1. Project will be constructed under a single prime contract.

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

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- 1. Limits of Site Disturbance: 40 feet (12.2 m) beyond building; 10 feet (3 m) beyond surface paving and utilities; 15 feet (4.5 m) beyond roadway and main utility branch trenches; 25 feet (7.6 m) beyond constructed permeable surfaces (such as pervious paving, stormwater detention facilities, and playing fields).
- 2. Owner occupancy and use by public will occur during Work of this Contract.
- 3. Driveways, Walkways, and Entrances: Keep driveways, parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

a. Access for Deliveries: Schedule deliveries to minimize use of driveways and entrances. Road and sidewalk blockages shall be scheduled fourteen (14) days in advance and may occur only after the University's approval. Warning signs, barricades, and detour information shall be placed as needed to accommodate, adequately warn, and protect campus pedestrians, including the handicapped. If required, flagmen shall direct traffic around the construction or detour area. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

b. Road, Driveway, Entrance, and Sidewalk Closings: The contractor shall make requests for approval for any street, alley, entrance, driveway, access way, or sidewalk to be closed at least ten (10) workdays prior to the date desired for closing. No such access will be closed without prior approval by the University. Pedestrian and vehicle traffic way-finding around the construction limits must be maintained in a clean and safe condition at all times.

c. Street Maintenance: Streets and adjacent property sites shall be kept free from run-off, litter and/or debris in any form from the project site and any that should appear shall be

removed immediately. All mud collected on vehicle tires shall be removed before leaving the construction area. Adjacent roadways must be cleaned daily, if required, to prevent mud or dust from coating existing roadways. Contractors are prohibited from discharging any waste products from concrete trucks, concrete coring work, or any other unsuitable materials, fluids, or other products on the site, streets, or into the storm sewer system. Should the contractor fail to comply with these requirements, the University reserves the right, with twenty-four (24) hours' prior notice, to clean the offending area and deduct the cost from the Contractor's next application for payment.

Parking: Parking for personal vehicles on campus is not provided as parking is extremely limited. Contractors must limit parking of company vehicles and storage of materials as can be accommodated within the limits of the construction site and staging area. Contractors are subject to the University's parking regulations.

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

### 1.5 COORDINATION WITH OCCUPANTS

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

### 1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
- 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:30 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
- 1. Notify Owner not less than five days in advance of proposed utility interruptions.
- 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
- 1. Notify Owner not less than two days in advance of proposed disruptive operations.
- 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Fire Arms: No fire arms, concealed or otherwise, are permitted on campus.
- H. Drug Free Workplace Requirement: The University is a drug-free workplace. No drugs or alcohol are permitted on campus and employees on the work site under the influence of such substances shall be deemed sufficient cause for the University to permanently remove that individual from the project and University property. Such action shall not constitute grounds for a delay claim.
- I. Construction Site Fencing: A construction fence shall be installed around the perimeter of the project limits. The fence shall be constructed of heavy-duty chain link material, have a minimum height of six feet and shall have a continuous top tubular rail. Swing gates shall be included at every access to the enclosed area. The fence shall have an integral visual barrier or shading type material applied and maintained for the duration of the project. Gates will be interlocked with padlocks for which the University retains keys in order to allow access in case of an emergency. When the project is complete, fencing must be removed and ground contours restored to original condition or adjusted to coordinate with new construction. Upon project completion, grass must be mowed to a height to match adjacent grass height and damage to asphalt or striping within the site must be repaired.
- J. Tree and landscape protection: All areas within tree and landscape protection areas as shown in the plans and specifications are off limits to vehicular traffic, material storage, soil stockpiles, pedestrian access, pathways, parking, etc. and shall be inviolate.
- K. Site Maintenance: Contractor is responsible for maintaining a clean, organized, safe job site, free of accumulated construction debris and trash. To that end, Contractor shall be responsible for cleaning their work areas weekly at a minimum and the proper disposal of construction debris and trash. Debris shall be secured in trucks so that material cannot fall or be blown from trucks during transportation. Grass must be mowed or trimmed to keep height below 6" maximum length both within and within 24" of the construction limits. Demolition debris is not to remain on the project site. Contractors or subcontractors must

provide their own dumpsters and provide for periodic dumping for demolition debris. Storm water runoff cannot adversely affect adjacent areas for the life of the project. Contractor must comply with the "Sedimentation Pollution Control Act of 1973" and ensure that erosion control measures are maintained for the duration of the project, until final ground cover is established.

- L. Materials/Equipment Storage: Storage of construction materials and equipment shall be limited to the project staging area unless otherwise agreed to, in writing, in advance. Should the Contractor fail to remove any material or equipment stored outside the staging area within twenty-four (24) hours of notification from the University, the University shall have the right to remove and dispose of such materials from the campus and deduct the cost of such removal and disposition from the Contractor's next application for payment.
- M. Security: The University will only provide security it deems prudent and necessary for its own protection. The Contractor shall be responsible for the security and safety of the project within the project limits. The University must approve any security service instituted by the contractor.
- N. Emergency Contacts: The contractor shall furnish the University with names, telephone numbers (day and night), and pager numbers of the project manager and superintendent prior to beginning work and maintain current information for the project duration. In the event of an emergency identified by the Contractor, the designated University representative will be contacted (W. Brett Scantlin (828) 262-8856 [Office] or (828) 773-5575 [Mobile]).
- O. Hot Work: When the Contractor is performing work that produces heat, flame, or sparks on or in an existing building or other structure, the Contractor is required to obtain a "hot work" permit from <the University, fire department, etc. Attach information on requirements>.
- P. Protection of the Work: The Contractor shall protect all work in place. All materials, equipment, furnishings and finishes that are required to be new shall be in "new condition" at the time of final acceptance. Those that are deemed as not in "new condition" at the discretion of the Designer or Owner shall be removed and replaced at no additional cost to the Owner. In addition, where the project involves existing materials remaining in place, the Contractor must ensure these materials are adequately protected throughout the construction period. If damage occurs, Contractor shall repair damage to original condition to the Owner's satisfaction or replace damaged materials. Contractor shall not track dust or dirt into any occupied portions of buildings.
- Q. Contractor's Employees Respectful Behavior: All construction personnel shall be respectful of all members of the University community. Any incidents of disrespect, verbal abuse, threatening statements, unwelcome comments, unwelcome interaction or any form of harassment from any construction personnel toward any member of the University community is strictly prohibited. Any such act shall be deemed sufficient cause for the University to permanently remove any individual from the project and University property. Such action shall not constitute grounds for a delay claim.

R. Contractor's Employees – Responsive Behavior: All construction personnel shall be responsive to requests to take action on any requirements of the contract documents and/or to correct any endangerment to the health and safety of the public. Any individual employee who ignores or refuses to take immediate action shall be identified as generating sufficient cause for the University to permanently remove them from the project and University property. Such action shall not constitute grounds for a delay claim.

### 1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
- 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
- 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
- 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

#### SECTION 012200 - UNIT PRICES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

#### 1.2 DEFINITIONS

A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

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

#### PART 3 - EXECUTION

### 3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No 1 Precast Concrete Cap Stone:
  - 1. Description: Precast concrete cap stone installed along the top of the existing site walls along the exterior stairs. See drawings for additional information.

- 2. Unit of Measurement: Linear Feet.
- B. Unit Price No. 2 Concrete Crack Repair:
  - 1. Description: Concrete crack repair by pressure injection of epoxy. See drawings for additional information.
  - 2. Unit of Measurement: Linear Feet.
- C. Unit Price No. 3 Removal and Installation of Cementitious Topping Slab:
  - 1. Description: Removal of existing topping slab down to sound concrete, preparation of surface, and installation of new cementitious topping slab. See drawings for additional information.
  - 2. Unit of Measurement: Square Feet.

END OF SECTION 012200
# SECTION 012500 - SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

## 1.2 DEFINITIONS

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

## 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit one electronic copy 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 form acceptable to Architect.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
    - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size,

durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
- i. Cost information, including a proposal of change, if any, in the Contract Sum.
- j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
- k. 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 seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

# 1.4 QUALITY ASSURANCE

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

# 1.5 PROCEDURES

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

## 1.6 SUBSTITUTIONS

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

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Substitution request is fully documented and properly submitted.
  - c. Requested substitution will not adversely affect Contractor's construction schedule.
  - d. Requested substitution is compatible with other portions of the Work.
  - e. Requested substitution has been coordinated with other portions of the Work.
  - f. Requested substitution provides specified warranty.
- B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

# SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

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

## 1.2 MINOR CHANGES IN THE WORK

- A. 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.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

# 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 10 **days, when not otherwise specified,** after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to **Architect**.

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

# 1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change 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.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

# PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# END OF SECTION 012600

CONTRACT MODIFICATION PROCEDURES

# SECTION 012900 - PAYMENT PROCEDURES

# PART 1 - GENERAL

## 1.1 SUMMARY

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

## 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Arrange schedule of values consistent with format of AIA Document G703.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site.
  - 4. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
  - 5. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 6. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

# 1.3 APPLICATIONS FOR PAYMENT

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

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
  - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit one electronically signed and notarized copy of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.

- 3. Contractor's construction schedule (preliminary if not final).
- 4. Products list (preliminary if not final).
- 5. Schedule of unit prices.
- 6. Submittal schedule (preliminary if not final).
- 7. List of Contractor's staff assignments.
- 8. List of Contractor's principal consultants.
- 9. Initial progress report.
- 10. Report of preconstruction conference.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706.
  - 5. AIA Document G706A.
  - 6. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

# SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

# PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. RFIs.
  - 3. Project meetings.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for procedures for coordinating general installation and fieldengineering services, including establishment of benchmarks and control points.

# 1.2 INFORMATIONAL SUBMITTALS

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

## 1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

PROJECT	013100 - 1
MANAGEMENT	
AND	
COORDINATION	

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

# 1.4 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Owner name.
  - 2. Owner's Project number.
  - 3. Name of Architect.
  - 4. Architect's Project number.
  - 5. Date.
  - 6. Name of Contractor.
  - 7. RFI number, numbered sequentially.
  - 8. RFI subject.
  - 9. Specification Section number and title and related paragraphs, as appropriate.
  - 10. Drawing number and detail references, as appropriate.
  - 11. Field dimensions and conditions, as appropriate.
  - 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 13. Contractor's signature.
  - 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716.

PROJECT	013100 - 2
MANAGEMENT	
AND	
COORDINATION	

- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow **seven** days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log biweekly. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were returned without action or withdrawn.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within **seven** days if Contractor disagrees with response.

# 1.5 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Architect's Data Files Not Available: Architect will not provide Architect's digital data files for Contractor's use during construction.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:

PROJECT	013100 - 3
MANAGEMENT	
AND	
COORDINATION	

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

# 1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Possible conflicts.
    - i. Compatibility requirements.
    - j. Time schedules.
    - k. Weather limitations.
    - 1. Manufacturer's written instructions.
    - m. Warranty requirements.
    - n. Compatibility of materials.
    - o. Acceptability of substrates.
    - p. Space and access limitations.
    - q. Regulations of authorities having jurisdiction.
    - r. Testing and inspecting requirements.
    - s. Installation procedures.
    - t. Coordination with other work.
    - u. Required performance results.
    - v. Protection of adjacent work.
    - w. Protection of construction and personnel.

PROJECT	013100 - 4
MANAGEMENT	
AND	
COORDINATION	

- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- C. Progress Meetings: Conduct progress meetings at weekly intervals.
  - 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site use.
      - 8) Progress cleaning.
      - 9) Quality and work standards.
      - 10) Status of correction of deficient items.
      - 11) Field observations.
      - 12) Status of RFIs.
      - 13) Status of Proposal Requests.
      - 14) Pending changes.
      - 15) Status of Change Orders.
      - 16) Pending claims and disputes.

PROJECT	013100 - 5
MANAGEMENT	
AND	
COORDINATION	

- 17) Documentation of information for payment requests.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

PROJECT	013100 - 6
MANAGEMENT	
AND	
COORDINATION	

# SECTION 013300 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Submittal schedule requirements.
  - 2. Administrative and procedural requirements for submittals.

## 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

## 1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

## 1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Architect.
  - 4. Name of Construction Manager.
  - 5. Name of Contractor.
  - 6. Name of firm or entity that prepared submittal.
  - 7. Names of subcontractor, manufacturer, and supplier.

- 8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
- 9. Category and type of submittal.
- 10. Submittal purpose and description.
- 11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
- 12. Drawing number and detail references, as appropriate.
- 13. Indication of full or partial submittal.
- 14. Location(s) where product is to be installed, as appropriate.
- 15. Other necessary identification.
- 16. Remarks.
- 17. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

# 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

- 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- 2. Resubmittal Review: Allow 10 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. 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.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

# 1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.

- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  - 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
  - 4. Disposition: Maintain sets of approved Samples at Project site, available for qualitycontrol comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit **one** full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit **three** sets of Samples. Architect will retain **two** Sample sets; remainder will be returned.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least **three** sets of paired units that show approximate limits of variations.

- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
  - 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
  - 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
  - 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  - 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
  - 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
  - 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
  - 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
  - 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  - 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
  - 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed

before installation of product, for compliance with performance requirements in the Contract Documents.

- 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

# 1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include 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.
  - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

# 1.8 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
  - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

# SECTION 014000 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

## 1.1 SUMMARY

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

## 1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of **five** previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency

qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

## 1.3 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

# 1.4 ACTION SUBMITTALS

## 1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Statement on condition of substrates and their acceptability for installation of product.
  - 2. Statement that products at Project site comply with requirements.
  - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 5. Other required items indicated in individual Specification Sections.

## 1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
  - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to **ASTM E329**; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. When testing is complete, remove test specimens and test assemblies, ; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

#### 1.8 QUALITY CONTROL

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

- E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- F. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 6. Security and protection for samples and for testing and inspection equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

# 1.9 SPECIAL TESTS AND INSPECTIONS

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

PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

## 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
  - 1. Submit log at Project closeout as part of Project Record Documents.

## 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

# SECTION 016000 - PRODUCT REQUIREMENTS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

## 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
  - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, inservice performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
  - 1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-

# design product also establish salient characteristics of products for purposes of evaluating comparable products.

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
  - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
  - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

# 1.3 QUALITY ASSURANCE

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

## 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

# 1.5 **PRODUCT WARRANTIES**

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

- 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
- 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

# PART 2 - PRODUCTS

# 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
  - 1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
  - 2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

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

- a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
- 3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
  - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
- 4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
  - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
- 5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
  - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
- 6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
  - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
- 7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

# 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
  - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
  - 1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
  - 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

WILEY|WILSON

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

# SECTION 017300 - EXECUTION

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
  - 8. Correction of the Work.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
  - 2. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

## 1.2 DEFINITIONS

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

## 1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

- 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products.

# PART 2 - PRODUCTS

# 2.1 MATERIALS

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

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where
indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

- 1. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
- 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. 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.
- B. 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 in accordance with requirements in Section 013100 "Project Management and Coordination."

## 3.3 INSTALLATION

- A. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- B. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- C. 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 of type expected for Project.
- D. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- E. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

## 3.4 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of Work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Proceed with patching after construction operations requiring cutting are complete.

- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.5 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- I. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

# SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.

### 1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### 1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for commencement of the Work.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of

each type of waste, quantity for each means of recovery, and handling and transportation procedures.

- 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
- 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
- 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
- 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
- 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
- 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

# PART 2 - PRODUCTS

# PART 3 - EXECUTION

# 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.

#### 3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until installation.
  - 4. Protect items from damage during transport and storage.
  - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area **on-site**.
  - 5. Protect items from damage during transport and storage.

## 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

- 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
- 4. Store components off the ground and protect from the weather.
- 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

## 3.4 RECYCLING DEMOLITION WASTE

- A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
  - 1. Pulverize concrete to maximum 4-inch (100-mm) size.
- B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
  - 1. Pulverize masonry to maximum 1-1/2-inch (38-mm) size.
  - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- D. Metals: Separate metals by type.
  - 1. Remove and dispose of bolts, nuts, washers, and other rough hardware.

## 3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - 2. Polystyrene Packaging: Separate and bag materials.
  - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

## 3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

- 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
- C. Burning: Do not burn waste materials.

END OF SECTION 017419

## SECTION 017700 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.

# 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### 1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

- 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, and similar final record information.
- 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 2. Complete final cleaning requirements.
  - 3. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. 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.

## 1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
  - 1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. 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.

#### 1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order.
  - 2. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  - 3. Submit list of incomplete items in the following format:
    - a. MS Excel Electronic File: Architect will return annotated file.

### 1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  - 1. Submit on digital media acceptable to Architect.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

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

### PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. Perform 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 designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Clean exposed hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
    - c. Remove debris and surface dust from limited-access spaces.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

#### 3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

## SECTION 017839 - PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record specifications.
  - 3. Record Product Data.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
      - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit PDF electronic files of scanned Record Prints and three set(s) of file prints.
      - 2) Print each drawing, whether or not changes and additional information were recorded.
    - c. Final Submittal:
      - 1) Submit Record Digital Data Files and three set(s) of Record Digital Data File plots.
      - 2) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

#### 1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding photographic documentation.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Changes made by Change Order or Construction Change Directive.
    - d. Changes made following Architect's written orders.
    - e. Details not on the original Contract Drawings.
    - f. Field records for variable and concealed conditions.
    - g. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  - 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  - 1. Format: Annotated PDF electronic file.
  - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  - 3. Refer instances of uncertainty to Architect for resolution.
  - 4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

- 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
- 2. Format: Annotated PDF electronic file.
- 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
- 4. Identification: As follows:
  - a. Project name.
  - b. Date.
  - c. Designation "PROJECT RECORD DRAWINGS."
  - d. Name of Architect.
  - e. Name of Contractor.

# 1.4 RECORD SPECIFICATIONS

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

## 1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file.

1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

## 1.6 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

## SECTION 030130 - MAINTENANCE OF 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:
  - 1. Removal of deteriorated concrete and subsequent replacement and patching.
  - 2. Epoxy crack injection.
  - 3. Corrosion-inhibiting treatment.
  - 4. Coatings and sealers.
  - 5. Composite structural reinforcement.

#### 1.3 ALLOWANCES

- A. Allowances for maintenance of cast-in-place concrete are specified in Section 012100 "Allowances."
- B. Field quality-control testing is part of testing and inspecting allowance.

## 1.4 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."
  - 1. Unit prices apply to authorized work covered by estimated quantities.
  - 2. Unit prices apply to authorized additions to and deletions from the Work as authorized by Change Orders.
- B. General: Unit prices include the cost of preparing existing construction to receive the work indicated and costs of field quality control required for units of work completed.

### 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to concrete maintenance including, but not limited to, the following:

### MAINTENANCE OF CAST-IN-PLACE CONCRETE

- a. Verify concrete-maintenance specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
- b. Materials, material application, sequencing, tolerances, and required clearances.
- c. Quality-control program.
- d. Coordination with owner's schedule and building occupants.

#### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, chemical composition, physical properties, test data, and mixing, preparation, and application instructions.
- B. Samples: Cured Samples for each exposed product and for each color and texture specified, in manufacturer's standard size appropriate for each type of work.

### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For concrete-maintenance specialist and manufacturers.
- B. Material Certificates: For each type of portland cement and aggregate supplied for mixing or adding to products at Project site.
- C. Product Test Reports: For each manufactured bonding agent, cementitious patching mortar, crack-injection adhesive, coating and sealer, for tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Field quality-control reports.
- E. Quality-Control Program: Submit before work begins.

### 1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Each manufactured bonding-agent packaged patching-mortar crack-injection-adhesive corrosion-inhibiting-treatment coating and -sealer manufacturer shall employ factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.
- B. Concrete-Maintenance Specialist Qualifications: Engage an experienced concrete-maintenance firm that employs installers and supervisors who are trained and approved by manufacturer to apply packaged patching-mortar, crack-injection adhesive, corrosion-inhibiting treatments, coatings, and sealers to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful inservice performance. Experience in only installing or patching new concrete is insufficient experience for concrete-maintenance work.

- 1. Field Supervision: Concrete-maintenance specialist firm shall maintain experienced fulltime supervisors on Project site during times that concrete-maintenance work is in progress.
- C. Quality-Control Program: Prepare a written plan for concrete maintenance to systematically demonstrate the ability of personnel to properly perform maintenance work, including each phase or process, protection of surrounding materials during operations, and control of debris and runoff during the Work. Describe in detail materials, methods, equipment, and sequence of operations to be used for each phase of the Work.
- D. Mockups: Build mockups to demonstrate aesthetic effects and to set quality standards for materials and execution.
  - 1. Concrete Removal and Patching: Remove and repair one full stair landing l and area of wall spalling over at least 3 stair treads.
  - 2. Epoxy Crack Injection: Perform epoxy crack injection in two separate areas, each at least 24 inches (1200 mm) long.
  - 3. Horizontal Traffic Coating: Apply coating over one full stair landing.
  - 4. Vertical Wall Coating: Apply an approximately 50 sq. ft. area of wall coating.
  - 5. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 6. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.
- B. Store cementitious materials off the ground, under cover, and in a dry location.
- C. Store aggregates covered and in a dry location; maintain grading and other required characteristics and prevent contamination.

## 1.10 FIELD CONDITIONS

- A. Environmental Limitations for Epoxies: Do not apply when air and substrate temperatures are outside limits permitted by manufacturer. During hot weather, cool epoxy components before mixing, store mixed products in shade, and cool unused mixed products to retard setting. Do not apply to wet substrates unless approved by manufacturer.
  - 1. Use only Class A epoxies when substrate temperatures are below or are expected to go below 40 deg F (5 deg C) within eight hours.
  - 2. Use only Class A or B epoxies when substrate temperatures are below or are expected to go below 60 deg F (16 deg C) within eight hours.

- 3. Use only Class C epoxies when substrate temperatures are above and are expected to stay above 60 deg F (16 deg C) for eight hours.
- B. Cold-Weather Requirements for Cementitious Materials: Comply with manufacturer's instructions for cold weather or the following procedures if manufacturer does not specify cold weather requirements:
  - 1. When air temperature is below 40 deg F (5 deg C), heat patching-material ingredients and existing concrete to produce temperatures between 40 and 90 deg F (5 and 32 deg C).
  - 2. When mean daily air temperature is between 25 and 40 deg F (minus 4 and plus 5 deg C), cover completed Work with weather-resistant insulating blankets for 48 hours after repair or provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 48 hours after repair.
  - 3. When mean daily air temperature is below 25 deg F (minus 4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 48 hours after repair.
- C. Hot-Weather Requirements for Cementitious Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of water from patching materials. Provide artificial shade and wind breaks, and use cooled materials as required. Do not apply to substrates with temperatures of 90 deg F (32 deg C) and above. Refer to manufacturer's instructions for additional requirements.

## PART 2 - PRODUCTS

# 2.1 MANUFACTURERS

A. Source Limitations: For repair products, obtain each color, grade, finish, type, and variety of product from single source and from single manufacturer with resources to provide products of consistent quality in appearance and physical properties.

## 2.2 BONDING AGENTS

- A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Manufactured product that consists of water-insensitive epoxy adhesive, portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on steel reinforcement.
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
    - a. <u>Master Builders Solutions MasterEmaco P 124</u>.
    - b. <u>Sika Corporation Armatec-110 EpoCem</u>.
- B. Mortar Scrub Coat: Mix consisting of 1 part portland cement and 1 part fine aggregate complying with ASTM C144 except 100 percent passing a No. 16 (1.18-mm) sieve.

- 2.3 PATCHING MORTAR
  - A. Patching Mortar Requirements:
    - 1. Only use patching mortars that are recommended by manufacturer for each applicable horizontal, vertical, or overhead use orientation.
    - 2. Coarse Aggregate for Patching Mortar: ASTM C33/C33M, washed aggregate, Size No. 8, Class 5S. Add to patching-mortar mix only as permitted by patching-mortar manufacturer.
  - B. Cementitious Patching Mortar: Packaged, dry mix for repair of concrete.
    - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
      - a. <u>Master Builders Solutions</u>.
        - 1) MasterEmaco T-1061
      - b. <u>Sika Corporation</u>.
        - 1) SikaQuick Ez Patch
        - 2) SikaQuick 1000
    - 2. Compressive Strength: Not less than 5000 psi (34.5 MPa) at 28 days when tested according to ASTM C109/C109M.

## 2.4 EPOXY CRACK-INJECTION MATERIALS

- A. Epoxy Crack-Injection Adhesive: ASTM C881/C881M, bonding system Type IV, free of VOCs.
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
    - a. <u>Master Builders Solutions MasterInject 1380</u>.
    - b. <u>Sika Corporation Sikadur Crack Fix</u>.
  - 2. Capping Adhesive: Product manufactured for use with crack-injection adhesive by same manufacturer.
  - 3. Color: Provide epoxy crack-injection adhesive and capping adhesive that blend with existing, adjacent concrete and do not stain concrete surface.

## 2.5 COATING AND SEALER MATERIALS

- A. Polymer Sealer for Horizontal Applications: sealer and crack filler recommended by manufacturer for penetrating and sealing cracks in exterior concrete traffic surfaces; VOC content 100 g/L or less.
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
    - a. Master Builders Solutions.

- 1) MasterSeal Pedestrian Traffic 1500
- 2) MasterSeal 658
- 2. Color: As selected by Architect from full range of industry colors.
- B. Cementitous Coating for Horizonal Applications: protective polymer-modified cementitious coating and acrylic top coat.
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
    - a. <u>Sika Corporation</u>
      - 1) Sikagard FlexCoat
      - 2) Sikagard FlexCoatATC.
  - 2. Color: As selected by Architect from full range of industry colors.
- C. Wall Coatings:
  - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
    - a. Master Builders Solutions.
      - 1) MasterProtect HB 200
      - 2) MasterProtect FL 746
    - b. <u>Sika Corporation</u>
      - 1) SikaGard 552 W Primer
      - 2) SikaGard 550W.
  - 2. Color: As selected by Architect from full range of industry colors.

## 2.6 MISCELLANEOUS MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I, II, or III unless otherwise indicated.
- B. Water: Potable.

#### 2.7 MIXES

- A. General: Mix products, in clean containers, according to manufacturer's written instructions.
  - 1. Do not add water, thinners, or additives unless recommended by manufacturer.
  - 2. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.
  - 3. Do not mix more materials than can be used within time limits recommended by manufacturer. Discard materials that have begun to set.

- B. Mortar Scrub Coat: Mix dry ingredients with enough water to provide consistency of thick cream.
- C. Dry-Pack Mortar: Mix required type(s) of patching-mortar dry ingredients with just enough liquid to form damp cohesive mixture that can be squeezed by hand into a ball but is not plastic.
- D. Concrete: Comply with Section 033000 "Cast-in-Place Concrete."

# PART 3 - EXECUTION

## 3.1 CONCRETE-MAINTENANCE SPECIALIST

- A. Concrete-Maintenance Specialist Firms: Subject to compliance with requirements, firms that may perform concrete maintenance include, but are not limited to, the following:
  - 1. Richmond Primoid, Richmond, VA
  - 2. Tendon Systems, LLC, Suwanee, GA

### 3.2 CONCRETE MAINTENANCE

- A. Have concrete-maintenance work performed only by qualified concrete-maintenance specialist with at least 10 years experience.
- B. Comply with manufacturers' written instructions for surface preparation and product application.

### 3.3 EXAMINATION

- A. Notify Architect seven days in advance of dates when areas of deteriorated or delaminated concrete and deteriorated reinforcing bars will be located.
- B. Locate areas of deteriorated or delaminated concrete using hammer or chain-drag sounding and mark boundaries. Mark areas for removal by simplifying and squaring off boundaries. At columns and walls make boundaries level and plumb unless otherwise indicated.
- C. Pachometer Testing: Locate at least three reinforcing bars using a pachometer, and drill test holes to determine depth of cover. Calibrate pachometer using depth of cover measurements, and verify depth of cover in removal areas using pachometer.
- D. Perform surveys as the Work progresses to detect hazards resulting from concrete-maintenance work.

#### 3.4 PREPARATION

- A. Ensure that supervisory personnel are on-site and on duty when concrete maintenance work begins and during its progress.
- B. Protect persons, motor vehicles, surrounding surfaces of building being repaired, building site, plants, and surrounding buildings from harm resulting from concrete maintenance work.
  - 1. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
  - 2. Use only proven protection methods appropriate to each area and surface being protected.
  - 3. Provide temporary barricades, barriers, and directional signage to exclude public from areas where concrete maintenance work is being performed.
  - 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of concrete maintenance work.
  - 5. Contain dust and debris generated by concrete maintenance work and prevent it from reaching the public or adjacent surfaces.
  - 6. Use water-mist sprinkling and other wet methods to control dust only with adequate, approved procedures and equipment that ensure that such water will not create a hazard or adversely affect other building areas or materials.
  - 7. Protect floors and other surfaces along haul routes from damage, wear, and staining.
  - 8. Provide supplemental sound-control treatment to isolate removal and dismantling work from other areas of the building.
  - 9. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
  - 10. Dispose of debris and runoff from operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- C. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is in working order.
  - 1. Prevent solids such as aggregate or mortar residue from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from concrete maintenance work.
  - 2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.
- D. Preparation for Concrete Removal: Examine construction to be repaired to determine best methods to safely and effectively perform concrete maintenance work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed in the course of repair.
  - 1. Verify that affected utilities have been disconnected and capped.
  - 2. Inventory and record the condition of items to be removed for reinstallation or salvage.

- E. Reinforcing-Bar Preparation: Remove loose and flaking rust from exposed reinforcing bars by high-pressure water cleaning or wire brushing until only tightly adhered light rust remains.
  - 1. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as indicated on Drawings.
  - 2. Remove additional concrete as necessary to provide at least 3/4-inch (19-mm) clearance at existing and replacement bars.
  - 3. Splice replacement bars to existing bars according to ACI 318 (ACI 318M) by lapping, welding, or using mechanical couplings.
- F. Surface Preparation for Corrosion-Inhibiting Treatment: Clean concrete to remove dirt, oils, films, and other materials detrimental to treatment application.
  - 1. Use low-pressure water cleaning.
  - 2. Allow surface to dry before applying corrosion-inhibiting treatment.
- G. Surface Preparation for Cementitious Coating:
  - 1. Remove delaminated material and deteriorated concrete surface material.
  - 2. Roughen surface of concrete to produce a surface profile matching CSP 3 according to ICRI 310.2.
  - 3. Use sand blasting scarifying high-pressure water jetting or milling.
  - 4. Sweep and vacuum roughened surface to remove debris followed by low-pressure water cleaning.
- H. Nonacidic Surface Preparation for Sealers: Clean concrete to remove dirt, oils, films, and other materials detrimental to sealer application.
  - 1. Use low-pressure water cleaning or detergent scrubbing. See manufacturer's instructions for additional requirements.

#### 3.5 REMOVAL OF CONCRETE

- A. Do not overload structural elements with debris.
- B. Saw-cut perimeter of areas indicated for removal to a depth of at least 1/2 inch (13 mm). Make cuts perpendicular to concrete surfaces and no deeper than cover on reinforcement.
- C. Remove deteriorated and delaminated concrete by breaking up and dislodging from reinforcement.
- D. Remove additional concrete if necessary to provide a depth of removal of at least 1/2 inch (13 mm) over entire removal area.
- E. Where half or more of the perimeter of reinforcing bar is exposed, bond between reinforcing bar and surrounding concrete is broken, or reinforcing bar is corroded, remove concrete from entire perimeter of bar and to provide at least 3/4-inch (19-mm) clearance around bar.

- F. Test areas where concrete has been removed by tapping with hammer, and remove additional concrete until unsound and disbonded concrete is completely removed.
- G. Provide surfaces with a fractured profile of at least 1/8 inch (3 mm) that are approximately perpendicular or parallel to original concrete surfaces. At columns and walls, make top and bottom surfaces level unless otherwise directed.
- H. Thoroughly clean removal areas of loose concrete, dust, and debris.

#### 3.6 APPLICATION OF BONDING AGENT

A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Apply to reinforcing bars and concrete by stiff brush or hopper spray according to manufacturer's written instructions. Apply to reinforcing bars in two coats, allowing first coat to dry two to three hours before applying second coat. Allow to dry before placing patching mortar or concrete.

## 3.7 INSTALLATION OF PATCHING MORTAR

- A. Place patching mortar as specified in this article unless otherwise recommended in writing by manufacturer.
  - 1. Provide forms where necessary to confine patch to required shape.
  - 2. Wet substrate and forms thoroughly and then remove standing water.
- B. Pretreatment: Apply specified bonding agent or mortar scrub coat as specified by the manufacturer.
- C. General Placement: Place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.
- D. Vertical Patching: Place material in lifts of not more than 1 inch (25 mm) or less than 1/8 inch (3 mm). Do not feather edge.
- E. Consolidation: After each lift is placed, consolidate material and screed surface.
- F. Multiple Lifts: Where multiple lifts are used, score surface of lifts to provide a rough surface for placing subsequent lifts. Allow each lift to reach final set before placing subsequent lifts.
- G. Finishing: Allow surfaces of lifts that are to remain exposed to become firm and then finish to a surface matching adjacent concrete and meets the manufacturer's requirements for the coating.
- H. Curing: Wet-cure cementitious patching materials, including polymer-modified cementitious patching materials, for not less than seven days by water-fog spray or water-saturated absorptive cover.

#### 3.8 CONCRETE PLACEMENT

- A. Place concrete according to Section 033000 "Cast-in-Place Concrete" and as specified in this article.
- B. Pretreatment: Apply epoxy-modified, cementitious bonding and anticorrosion agent to reinforcement and concrete substrate.
- C. Standard Placement: Place concrete by form-and-pump method unless otherwise indicated.
  - 1. Use vibrators to consolidate concrete as it is placed.
  - 2. At unformed surfaces, screed concrete to produce a surface that when finished with patching mortar will match required profile and surrounding concrete.
- D. Wet-cure concrete for not less than seven days by leaving forms in place or keeping surfaces continuously wet by water-fog spray or water-saturated absorptive cover.
- E. Fill placement cavities with dry-pack mortar and repair voids with patching mortar. Finish to match surrounding concrete.

# 3.9 EPOXY CRACK INJECTION

- A. Clean cracks with oil-free compressed air or low-pressure water to remove loose particles.
- B. Clean areas to receive capping adhesive of oil, dirt, and other substances that would interfere with bond.
- C. Place injection ports as recommended by epoxy manufacturer, spacing no farther apart than thickness of member being injected. Seal injection ports in place with capping adhesive.
- D. Seal cracks at exposed surfaces with a ribbon of capping adhesive at least 1/4 inch (6 mm) thick by 1 inch (25 mm) wider than crack.
- E. Inject cracks wider than 0.003 inch (0.075 mm) to a depth of 8 inches (200 mm).
- F. Inject epoxy adhesive, beginning at widest part of crack and working toward narrower parts. Inject adhesive into ports to refusal, capping adjacent ports when they extrude epoxy. Cap injected ports and inject through adjacent ports until crack is filled.
- G. After epoxy adhesive has set, remove injection ports and grind surfaces smooth.

#### 3.10 APPLICATION OF COATINGS AND SEALERS

- A. Apply polymer sealer by brush, roller, or airless spray at manufacturer's recommended application rate.
- B. Apply to traffic-bearing surfaces, including stairs, landings and walls.

#### 3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Perform the following tests and inspections:
  - 1. Packaged, Cementitious Patching Mortar: Twelve (two per stair) randomly selected sets of samples for each type of mortar required, tested according to ASTM C928/C928M.
  - 2. Concrete: As specified in Section 033000 "Cast-in-Place Concrete."
  - 3. Epoxy Crack Injection: Core-drilled samples to verify proper installation.
    - a. Testing Frequency: Three samples from mockup and one sample for each 100 feet (30 m) of crack injected.
    - b. Where samples are taken, refill holes with epoxy mortar.
- C. Product will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Manufacturers Field Service: Engage manufacturers' factory-authorized service representatives for consultation and Project-site inspection and to provide on-site assistance when requested by Architect.
  - 1. Have manufacturers' factory-authorized service representatives perform the following number of Project-site inspections to observe progress and quality of the Work, distributed over the period of product installation, regardless of on-site assistance requested by Architect:
    - a. Bonding-Agent and Packaged Patching-Mortar Installation: Three inspections.
    - b. Crack-Injection-Adhesive Preparation and Installation: Three inspections.
    - c. Coatings and Sealers: Three inspections.
  - 2. At least one site visit by manufacturer's representative should occur during the initial product installation to observe surface preparation and first applications.

## 3.12 CONCRETE MAINTENANCE SCHEDULE

A. Schedule must be carefully coordinated with Owner. Unless otherwise directed by Owner, only one stair may be closed at a time.

#### SEND OF SECTION 030130

## SECTION 031000 - CONCRETE FORMING AND ACCESSORIES

### PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Form-facing material for cast-in-place concrete.
  - 2. Shoring, bracing, and anchoring.

## 1.3 DEFINITIONS

- A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.
- B. Formwork: The total system of support of freshly placed concrete, including the mold or sheathing that contacts the concrete, as well as supporting members, hardware, and necessary bracing.

# 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site
  - 1. Review the following:
    - a. Special inspection and testing and inspecting agency procedures for field quality control.
    - b. Forms and form-removal limitations.
    - c. Anchor rod and anchorage device installation tolerances.

# 1.5 ACTION SUBMITTALS

- A. Product Data: For each of the following:
  - 1. Exposed surface form-facing material.
    - 2. Form ties.
    - 3. Form-release agent.

#### CONCRETE FORMING AND ACCESSORIES

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing and inspection agency.
- B. Field quality-control reports.
- C. Minutes of preinstallation conference.
- 1.7 QUALITY ASSURANCE
  - A. Testing and Inspection Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
  - B. Mockups: Formed surfaces to demonstrate typical joints, surface finish, texture, tolerances, and standard of workmanship.
    - 1. Build panel approximately 100 sq. ft. (9.3 sq. m) in the location indicated or, if not indicated, as directed by Architect.
    - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work.

#### PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
  - 1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
  - 2. Design formwork to limit deflection of form-facing material to 1/240 of center-tocenter spacing of supports.
    - a. For architectural concrete specified in Section 033300 "Architectural Concrete," limit deflection of form-facing material, studs, and walers to 0.0025 times their respective clear spans (L/400).

### 2.2 FORM-FACING MATERIALS

- A. As-Cast Surface Form-Facing Material:
  - 1. Provide continuous, true, and smooth concrete surfaces.

- 2. Furnish in largest practicable sizes to minimize number of joints.
- 3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete, and as follows:
  - a. Plywood, metal, or other approved panel materials.
  - b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
    - 1) APA HDO (high-density overlay).
    - 2) APA MDO (medium-density overlay); mill-release agent treated and edge sealed.

# 2.3 RELATED MATERIALS

- A. Reglets: Fabricate reglets of not less than 0.022-inch- (0.55-mm-) thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- B. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch (0.85 mm) thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
- D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- E. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
  - 2. Form release agent for form liners shall be acceptable to form liner manufacturer.
- F. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  - 1. Furnish units that leave no corrodible metal closer than 1 inch (25 mm) to the plane of exposed concrete surface.
  - 2. Furnish ties that, when removed, leave holes no larger than 1/4 inch (25 mm) in diameter in concrete surface.

## PART 3 - EXECUTION

## 3.1 INSTALLATION OF FORMWORK

A. Comply with ACI 301 (ACI 301M).

- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M) and to comply with the Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes.
- C. Limit concrete surface irregularities as follows:
  - 1. Surface Finish-3.0: ACI 117 Class A, 1/8 inch (3.0 mm).
- D. Construct forms tight enough to prevent loss of concrete mortar.
  - 1. Minimize joints.
  - 2. Exposed Concrete: Symmetrically align joints in forms.
- E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
  - 1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
  - 2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
  - 3. Install keyways, reglets, recesses, and other accessories, for easy removal.
- F. Do not use rust-stained, steel, form-facing material.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
  - 1. Provide and secure units to support screed strips
  - 2. Use strike-off templates or compacting-type screeds.
- H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
  - 1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
  - 2. Locate temporary openings in forms at inconspicuous locations.
- I. Do not chamfer exterior corners and edges of permanently exposed concrete.
- J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches (305 mm).
- K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.
  - 1. Determine sizes and locations from trades providing such items.
  - 2. Obtain written approval of Architect prior to forming openings not indicated on Drawings.

- L. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.
  - 1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
  - 2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.
- M. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- N. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- O. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

# 3.2 INSTALLATION OF 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.
  - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
  - 3. Clean embedded items immediately prior to concrete placement.

## 3.3 REMOVING AND REUSING FORMS.

- A. 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 (10 deg C) 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.
  - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
- B. Clean and repair surfaces of forms to be reused in the Work.
  - 1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.
  - 2. Apply new form-release agent.

- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.
  - 1. Align and secure joints to avoid offsets.
  - 2. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### 3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
  - 1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.

END OF SECTION 031000

## SECTION 033000 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
  - 1. Section 031000 "Concrete Forming and Accessories" for form-facing materials, form liners, insulating concrete forms, and waterstops.
  - 2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.

### 1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, and other pozzolans materials subject to compliance with requirements.
- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

### 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

### 1.4 ACTION SUBMITTALS

- A. Product Data: For each of the following.
  - 1. Portland cement.
  - 2. Fly ash.
  - 3. Aggregates.
  - 4. Admixtures:
    - a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
- 5. Curing materials.
- B. Design Mixtures: For each concrete mixture, include the following:
  - 1. Mixture identification.
  - 2. Minimum 28-day compressive strength.
  - 3. Durability exposure class.
  - 4. Maximum w/cm.
  - 5. Slump limit.
  - 6. Air content.
  - 7. Nominal maximum aggregate size.
  - 8. Intended placement method.
  - 9. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:
  - 1. Concrete Class designation.
  - 2. Location within Project.
  - 3. Exposure Class designation.
  - 4. Formed Surface Finish designation and final finish.
  - 5. Curing process.

# 1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each of the following, signed by manufacturers:
  - 1. Cementitious materials.
  - 2. Admixtures.
  - 3. Curing compounds.
- B. Material Test Reports: For the following, from a qualified testing agency:
  - 1. Portland cement.
  - 2. Fly ash.
  - 3. Aggregates.
  - 4. Admixtures:
- C. Research Reports: For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.
- D. Preconstruction Test Reports: For each mix design.
- E. Field quality-control reports.
- F. Minutes of preinstallation conference.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician.
- B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
  - 1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities.
- A. Mockups: Cast concrete formed-surface panels to demonstrate typical joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship.
  - 1. Formed Surfaces: Build at least 3 full stair treads in the location indicated or, if not indicated, as directed by Architect.
  - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.
  - 1. Include the following information in each test report:
    - a. Admixture dosage rates.
    - b. Slump.
    - c. Air content.
    - d. Seven-day compressive strength.
    - e. 28-day compressive strength.

# 1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

#### 1.9 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1 and as follows.
  - 1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

- 2. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
- 3. Do not use frozen materials or materials containing ice or snow.
- 4. Do not place concrete in contact with surfaces less than 35 deg F (1.7 deg C), other than reinforcing steel.
- 5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:
  - 1. Maintain concrete temperature at time of discharge to not exceed 95 deg F (35 deg C).
  - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

# PART 2 - PRODUCTS

# 2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents.

# 2.2 CONCRETE MATERIALS

- A. Cementitious Materials:
  - 1. Portland Cement: ASTM C150/C150M, Type I/II, gray.
  - 2. Fly Ash: ASTM C618, Class C or F.
- B. Normal-Weight Aggregates: ASTM C33/C33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
  - 1. Alkali-Silica Reaction: Comply with one of the following:
    - a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.
    - b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
    - c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. (2.37 kg/cu. m) for moderately reactive aggregate or 3 lb./cu. yd. (1.78 kg/cu. m) for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301 (ACI 301M).
  - 2. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.

- 3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C260/C260M.
- D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.
  - 1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
  - 2. Retarding Admixture: ASTM C494/C494M, Type B.
  - 3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
  - 5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
- E. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

#### 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) when dry.
- B. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.
  - 1. Color:
    - a. Ambient Temperature Below 50 deg F (10 deg C): Black.
    - b. Ambient Temperature between 50 deg F (10 deg C) and 85 deg F (29 deg C): Any color.
    - c. Ambient Temperature Above 85 deg F (29 deg C): White.
- C. Curing Paper: 8-feet- (2438-mm-) wide paper, consisting of two layers of fibered kraft paper laminated with double coating of asphalt.
- D. Water: Potable or complying with ASTM C1602/C1602M.

# 2.4 RELATED MATERIALS

- A. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- B. Epoxy Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements, and as follows:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

# 2.5 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, in accordance with ACI 301 (ACI 301M).
  - 1. Use a qualified 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 or Other Pozzolans: 25 percent by mass.
  - 2. Total of Fly Ash or Other Pozzolans: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass.
- C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
  - 1. Use 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 w/cm below 0.50.

# 2.6 CONCRETE MIXTURES

- A. Normal-weight concrete used for exterior stairs and walls.
  - 1. Exposure Class: ACI 318 (ACI 318M) F3 S0 W1 C2.
  - 2. Minimum Compressive Strength: 5000 psi (34.5 MPa) at 28 days.
  - 3. Maximum w/cm: 0.40.
  - 4. Slump Limit: 8 inches (200 mm), plus or minus 1 inch (25 mm) for concrete with verified slump of 3 inches (75 mm) plus or minus 1 inch (25 mm) before adding high-range water-reducing admixture or plasticizing admixture at Project site.
  - 5. Air Content:
    - a. Exposure Classes F2 and F3: 6 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch (19-mm) nominal maximum aggregate size.
  - 6. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

#### 2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M, and furnish batch ticket information.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION OF 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.
  - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

### 3.2 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.
  - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
  - 1. If a section cannot be placed continuously, provide construction joints as indicated.
  - 2. Deposit concrete to avoid segregation.
  - 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
  - 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301 (ACI 301M).
    - a. Do not use vibrators to transport concrete inside forms.
    - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.

- c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
- d. 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.
- E. 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. Do not place concrete floors and slabs in a checkerboard sequence.
  - 2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 3. Maintain reinforcement in position on chairs during concrete placement.
  - 4. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 5. Level concrete, cut high areas, and fill low areas.
  - 6. Slope surfaces uniformly to drains where required.
  - 7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
  - 8. Do not further disturb slab surfaces before starting finishing operations.

# 3.3 FINISHING FORMED SURFACES

- A. As-Cast Surface Finishes:
  - 1. ACI 301 (ACI 301M) Surface Finish SF-3.0:
    - a. Patch voids larger than 3/4 inch (19 mm) wide or 1/2 inch (13 mm) deep.
    - b. Remove projections larger than 1/8 inch (3 mm).
    - c. Patch tie holes.
    - d. Surface Tolerance: ACI 117 (ACI 117M) Class A.
    - e. Locations: Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.
- B. Related Unformed Surfaces:
  - 1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
  - 2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

# 3.4 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

- B. Slip-Resistive Finish: Before final floating, apply slip-resistive aggregate finish to concrete stair treads, platforms, ramps as indicated on Drawings
  - 1. Apply in accordance with manufacturer's written instructions and as follows:
    - a. Uniformly spread 25 lb/100 sq. ft. (12 kg/10 sq. m) of dampened slip-resistive aggregate over surface in one or two applications.
    - b. Tamp aggregate flush with surface, but do not force below surface.
    - c. After broadcasting and tamping, apply float finish.
    - d. After curing, lightly work surface with a steel wire brush or an abrasive stone and water to expose slip-resistive aggregate.

### 3.5 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

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

#### 3.6 CONCRETE CURING

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
  - 1. Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during curing.
  - 2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.
  - 3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h (1 kg/sq. m x h), calculated in accordance with ACI 305.1, before and during finishing operations.
- B. Curing Formed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:
  - 1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
  - 2. If forms remain during curing period, moist cure after loosening forms.
  - 3. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:
    - a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
    - b. Continuous Sprinkling: Maintain concrete surface continuously wet.
    - c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.

- d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
- C. Curing Unformed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:
  - 1. Begin curing immediately after finishing concrete.
- 3.7 TOLERANCES
  - A. Conform to ACI 117 (ACI 117M).
- 3.8 FIELD QUALITY CONTROL
  - A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.
  - B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
    - 1. Testing agency to be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
    - 2. Testing agency to immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
    - 3. Testing agency shall report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
      - a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:
        - 1) Project name.
        - 2) Name of testing agency.
        - 3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
        - 4) Name of concrete manufacturer.
        - 5) Date and time of inspection, sampling, and field testing.
        - 6) Date and time of concrete placement.
        - 7) Location in Work of concrete represented by samples.
        - 8) Date and time sample was obtained.
        - 9) Truck and batch ticket numbers.
        - 10) Design compressive strength at 28 days.
        - 11) Concrete mixture designation, proportions, and materials.
        - 12) Field test results.
        - 13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.

- 14) Type of fracture and compressive break strengths at seven days and 28 days.
- C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.
- D. Inspections:
  - 1. Verification of use of required design mixture.
  - 2. Concrete placement, including conveying and depositing.
  - 3. Curing procedures and maintenance of curing temperature.
  - 4. Verification of concrete strength before removal of shores and forms from beams and slabs.
- E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
    - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 2. Slump: ASTM C143/C143M:
    - a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
    - b. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.
    - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  - 4. Concrete Temperature: ASTM C1064/C1064M:
    - a. One test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.
  - 5. Compression Test Specimens: ASTM C31/C31M:
    - a. Cast and laboratory cure two sets of three 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.

- b. Cast, initial cure, and field cure two sets of three standard cylinder specimens for each composite sample.
- 6. Compressive-Strength Tests: ASTM C39/C39M.
  - a. Test one set of three laboratory-cured specimens at seven days and one set of two specimens at 28 days.
  - b. Test one set of three field-cured specimens at seven days and one set of two specimens at 28 days.
  - c. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
- 7. When strength of field-cured cylinders is less than 85 percent of companion laboratorycured cylinders, Contractor to evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- 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 (3.4 MPa) if specified compressive strength is 5000 psi (34.5 MPa), or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi (34.5 MPa).
- 9. 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.
- 10. Additional Tests:
  - a. Testing and inspecting agency to 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.
  - b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.
    - 1) Acceptance criteria for concrete strength to be in accordance with ACI 301 (ACI 301M), Section 1.6.6.3.
- 11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

#### 3.9 **PROTECTION**

- A. Protect concrete surfaces as follows:
  - 1. Protect from petroleum stains.
  - 2. Diaper hydraulic equipment used over concrete surfaces.

- Prohibit vehicles from interior concrete slabs. 3.
- 4. Prohibit use of pipe-cutting machinery over concrete surfaces.
- 5.
- Prohibit placement of steel items on concrete surfaces. Prohibit use of acids or acidic detergents over concrete surfaces. 6.

END OF SECTION 033000

# SECTION 034500 - PRECAST ARCHITECTURAL CONCRETE

# PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Precast architectural concrete units.
  - 2. Mold materials.
  - 3. Reinforcing materials.
  - 4. Concrete materials.
  - 5. Steel connection materials.
  - 6. Stainless steel connection materials.
  - 7. Accessories.
  - 8. Grout materials.
  - 9. Clay facing materials.
- B. Related Requirements:
  - 1. Section 033000 "Cast-in-Place Concrete" site-cast concrete requirements and for installing connection anchors in concrete.

### 1.2 ALLOWANCES

- A. See Section 012100 "Allowances" for description of allowances affecting items specified in this Section.
- B. Source quality-control and field quality-control testing are part of testing and inspecting allowance.

#### 1.3 DEFINITIONS

A. Design Reference Sample: Sample of approved architectural precast concrete color, finish, and texture, preapproved by Architect.

# 1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 ACTION SUBMITTALS

- A. Product Data:
  - 1. Precast architectural concrete unit design mixtures: Include compressive strength and water-absorption tests for each precast concrete mixture.
  - 2. Mold materials.
  - 3. Reinforcing materials.
  - 4. Concrete materials.
  - 5. Steel connection materials.
  - 6. Stainless steel connection materials.
  - 7. Accessories.
  - 8. Grout materials.
  - 9. Clay facing materials.

#### B. Shop Drawings:

- 1. Detail fabrication and installation of architectural precast concrete units.
- 2. Indicate locations, plans, elevations, dimensions, shapes, and cross sections of each unit.
- 3. Indicate joints, reveals, drips, chamfers, and extent and location of each surface finish.
- 4. Indicate details at corners.
- 5. Indicate type, size, and length of welded connections by AWS standard symbols. Detail loose and cast-in hardware and connections.
- 6. Indicate locations, tolerances, and details of anchorage devices to be embedded in or attached to structure or other construction.
- 7. Indicate locations, extent, and treatment of dry joints if two-stage casting is proposed.
- 8. Include plans and elevations showing unit locations, dimensions, erection sequences, and bracing plans for special conditions.
- 9. Indicate location of each architectural precast concrete unit by same identification mark placed on panel.
- 10. Indicate relationship of architectural precast concrete units to adjacent materials.
- 11. Indicate locations, type, dimensions, and details of facing units, including corner units, special shapes, joint treatment, and anchors.
- 12. Indicate multiple wythe connection details.
- 13. Coordinate and indicate openings and inserts required by other trades.
- 14. If design modifications are proposed to meet performance requirements and field conditions, submit design calculations and indicate modified areas on Shop Drawings. Do not adversely affect the appearance, durability, or strength of units.
- C. Samples: Design reference samples for initial verification of design intent, for each type of finish indicated on exposed surfaces of architectural precast concrete units, in sets of three, representative of finish, color, and texture variations expected; approximately 12 by 12 by 2 inches (300 by 300 by 50 mm).
  - 1. When other faces of precast concrete unit are exposed, include Samples illustrating workmanship, color, and texture of backup concrete as well as facing concrete.
- D. Sample Panels: After sample approval and before fabricating architectural precast concrete units, produce a minimum of one sample panels approximately 4 ft in length in area for review

by Architect. Incorporate full-scale details of architectural features, finishes, textures, and transitions in sample panels.

- 1. Locate panels where indicated or, if not indicated, as directed by Architect.
- 2. Damage part of an exposed-face surface for each finish, color, and texture, and demonstrate adequacy of repair techniques proposed for repair of surface blemishes.
- 3. After acceptance of repair technique, maintain one sample panel at manufacturer's plant and one at Project site in an undisturbed condition as a standard for judging the completed Work.
- 4. Demolish and remove sample panels when directed.
- E. Range Samples: After sample panel approval and before fabricating architectural precast concrete units, produce a minimum of three sets of samples, approximately 4 ft in length in area, representing anticipated range of each color and texture on Project's units. Maintain one set of range samples at Project site and remaining sets at manufacturer's plant as color and texture approval reference.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Provide locations, setting diagrams, templates, instructions, and directions, as required, for furnishing and installation of loose connection hardware and anchorage items to be embedded in or attached to other construction.
- B. Welding certificates.
- C. Material Test Reports: For each of the following items, for tests performed by manufacturer and witnessed by a qualified testing agency.
  - 1. Aggregates.
  - 2. Cementitious materials.
  - 3. Reinforcing materials and prestressing tendons.
  - 4. Admixtures.
- D. Source Quality-Control Reports: For aggregate and cementitious materials.
- E. Qualification Statements: For fabricator, Installer, and testing agency.

# 1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm that assumes responsibility for engineering architectural precast concrete units to comply with performance requirements. This responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
  - 1. Designated at time of bidding as a PCI-certified plant for Category AT or designated as an APA-certified plant for production of architectural precast concrete products.

- 2. Quality-Control Standard: For manufacturing procedures and testing requirements, quality-control recommendations, and dimensional tolerances for types of units required, comply with PCI MNL 117 and PCI MNL 135.
- B. Installer Qualifications: A precast concrete erector who has retained a "PCI-Certified Field Auditor" to conduct a field audit of a project in same category as this Project and who can produce an Erectors' Post-Audit Declaration.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
- D. Welding Qualifications: Qualify procedures and personnel in accordance with the following welding codes:
  - 1. AWS D1.1/D1.1M.
  - 2. AWS D1.4/D1.4M.
  - 3. AWS D1.6/D1.6M.

#### 1.8 MOCKUPS

- A. Build mockups to set quality standards for materials and execution and for preconstruction testing.
  - 1. After sample panel and range sample approval, build mockup, complete with anchors, connections, flashings, and joint fillers.
    - a. Build preconstruction testing mockup at testing agency facility.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations by Change Order.
  - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

# 1.9 PRECONSTRUCTION TESTING

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver architectural precast concrete units in such quantities and at such times to limit unloading units temporarily on the ground or other rehandling.
- B. Support units during shipment on nonstaining shock-absorbing material.
- C. Store units with adequate dunnage and bracing, and protect units to prevent contact with soil, prevent staining, and prevent cracking, distortion, warping, or other physical damage.

- D. Place stored units so identification marks are clearly visible, and units can be inspected.
- E. Handle and transport units in a manner that avoids excessive stresses that cause cracking or damage.
- F. Lift and support units only at designated points indicated on Shop Drawings.

# PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design architectural precast concrete units.
- B. Design Standards: Comply with ACI 318 and design recommendations of PCI MNL 120 applicable to types of architectural precast concrete units indicated.

#### 2.2 PRECAST ARCHITECTURAL CONCRETE UNITS

- A. Provide unit types as indicated on Drawings, including trim units.
- B. Source Limitations: Obtain precast architectural concrete units from single fabricator.

#### 2.3 MOLD MATERIALS

- A. Molds: Rigid, dimensionally stable, nonabsorptive material, warp and buckle free, that provides continuous and true precast concrete surfaces within fabrication tolerances indicated; nonreactive with concrete and suitable for producing required finishes.
- B. Form-Release Agent: Commercially produced form-release agent that does not bond with, stain, or adversely affect precast concrete surfaces and does not impair subsequent surface or joint treatments of precast concrete.
- C. Surface Retarder: Chemical-set retarder, capable of temporarily delaying final hardening of newly placed concrete mixture to depth of reveal specified.

#### 2.4 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A615/A615M, Grade 60 (Grade 420), deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A706/A706M, deformed.

- C. Galvanized Reinforcing Bars: ASTM A615/A615M, Grade 60 (Grade 420), deformed bars, with ASTM A767/A767M, Class II zinc coating and chromate treatment. Galvanize after fabrication and bending.
- D. Supports: Suspend reinforcement from back of mold. Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement in place may only be used if they are not visible in the finished face.

# 2.5 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type III.
  - 1. For surfaces exposed to view in finished structure, use gray and white cement, of same type, brand, and mill source.
    - a. Standard gray cement is acceptable for use where not exposed to view.
- B. Supplementary Cementitious Materials:
  - 1. Fly Ash: ASTM C618, Class C or F, with maximum loss on ignition of 3 percent.
  - 2. Silica Fume: ASTM C1240, with optional chemical and physical requirement, white.
- C. Normal-Weight Aggregates: Except as modified by PCI MNL 117, ASTM C33/C33M, with coarse aggregates complying with Class 5S. Stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for Project.
  - 1. Face-Mixture-Coarse Aggregates: Selected, hard, and durable; free of material that reacts with cement or causes staining; to match approved finish sample.
    - a. Gradation: To match design reference sample.
  - 2. Face-Mixture-Fine Aggregates: Selected, natural or manufactured sand compatible with coarse aggregate; to match approved finish sample.
- D. Lightweight Aggregates: Except as modified by PCI MNL 117, ASTM C330/C330M, with absorption of less than 11 percent.
- E. Coloring Admixture: ASTM C979/C979M, synthetic or natural mineral-oxide pigments or colored water-reducing admixtures, temperature stable, and nonfading. Color to match existing precast building trim.
- F. Water: Potable; free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 117.
- G. Air-Entraining Admixture: ASTM C260/C260M, certified by manufacturer to be compatible with other required admixtures.

- H. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and to not contain calcium chloride, or more than 0.15 percent chloride ions or other salts by weight of admixture.
  - 1. Water-Reducing Admixtures: ASTM C494/C494M, Type A.
  - 2. Retarding Admixture: ASTM C494/C494M, Type B.
  - 3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
  - 4. Water-Reducing and -Accelerating Admixture: ASTM C494/C494M, Type E.
  - 5. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
  - 6. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
  - 7. Plasticizing Admixture: ASTM C1017/C1017M, Type I.
  - 8. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
  - 9. Corrosion-Inhibiting Admixture: ASTM C1582/C1582M.

# 2.6 STEEL CONNECTION MATERIALS

- A. Carbon Steel Shapes and Plates: ASTM A36/A36M.
- B. Carbon Steel-Headed Studs: ASTM A108, Grades 1010 through 1020, cold finished, AWS D1.1/D1.1M, Type A or Type B, with arc shields and with minimum mechanical properties of PCI MNL 117, Table 3.2.3.
- C. Carbon Steel Plate: ASTM A283/A283M, Grade C.
- D. High-Strength, Low-Alloy Structural Steel: ASTM A572/A572M.
- E. Carbon Steel Structural Tubing: ASTM A500/A500M, Grade B or Grade C.
- F. Deformed-Steel Wire or Bar Anchors: ASTM A1064/A1064M or ASTM A706/A706M.
- G. Carbon Steel Bolts and Studs: ASTM A307, Grade A, or ASTM F1554, Grade 36; carbon steel, hex-head bolts and studs; carbon steel nuts, ASTM A563 (ASTM A563M); and flat, unhardened steel washers, ASTM F844.
- H. High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325 (Grade A325M), Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH, (ASTM A563M, Class 10S) heavy-hex carbon steel nuts; and ASTM F436/F436M, Type 1, hardened carbon steel washers.
- I. Zinc-Coated Finish: For exterior steel items, steel in exterior walls, and items indicated for galvanizing, apply zinc coating by hot-dip process in accordance with ASTM A123/A123M or ASTM A153/A153M.
  - 1. For steel shapes, plates, and tubing to be galvanized, limit silicon content of steel to less than 0.03 percent or to between 0.15 and 0.25 percent, or limit sum of silicon and 2.5 times phosphorous content to 0.09 percent.
  - 2. Galvanizing Repair Paint: High-zinc-dust-content paint with dry film containing not less than 94 percent zinc dust by weight, and complying with MIL-P-21035B or SSPC-Paint 20.

J. Welding Electrodes: Comply with AWS standards.

# 2.7 STAINLESS STEEL CONNECTION MATERIALS

- A. Stainless Steel Plate: ASTM A240/A240M or ASTM A666, Type 304, Type 316, or Type 201.
- B. Stainless Steel Bolts and Studs: ASTM F593, Alloy Group 1 or 2) hex-head bolts and studs; ASTM F594, Alloy Group 1 or 2 (ASTM F836M, Grade A1 or A4) stainless steel nuts; and flat, stainless steel washers.
  - 1. Lubricate threaded parts of stainless steel bolts with an antiseize thread lubricant during assembly.
- C. Stainless Steel-Headed Studs: ASTM A276/A276M, Alloy 304 or Alloy 316, with minimum mechanical properties of PCI MNL 117, Table 3.2.3.

#### 2.8 ACCESSORIES

- A. Reglets: Stainless steel, Type 302 or Type 304, felt or fiber filled, or with face opening of slots covered.
- B. Precast Accessories: Provide clips, hangers, high-density plastic or steel shims, and other accessories required to install architectural precast concrete units.

# 2.9 GROUT MATERIALS

- A. Sand-Cement Grout: Portland cement, ASTM C150/C150M, Type I, and clean, natural sand, ASTM C144 or ASTM C404. Mix at ratio of 1 part cement to 2-1/2 to 3 parts sand, by volume, with minimum water required for placement and hydration. Water-soluble chloride ion content is to be less than 0.06 percent by weight of cement when tested in accordance with ASTM C1218/C1218M.
- B. Nonmetallic, Nonshrink Grout: Packaged, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C1107/C1107M, Grade A for dry pack and Grades B and C for flowable grout, and of consistency suitable for application within a 30-minute working time. Water-soluble chloride ion content is to be less than 0.06 percent by weight of cement when tested in accordance with ASTM C1218/C1218M.
- C. Epoxy-Resin Grout: Two-component, mineral-filled epoxy resin; ASTM C881/C881M, of type, grade, and class to suit requirements.

# 2.10 CONCRETE MIXTURES

A. Prepare design mixtures for each type of precast concrete required.

#### PRECAST ARCHITECTURAL CONCRETE

- 1. Use a single design mixture for units with more than one major face or edge exposed.
- 2. Where only one face of unit is exposed, use either a single design mixture or separate mixtures for face and backup.
- B. Limit use of fly ash and ground granulated blast-furnace slag to 20 percent of portland cement by weight; limit metakaolin and silica fume to 10 percent of portland cement by weight.
- C. Design mixtures may be prepared by a qualified independent testing agency or by qualified precast plant personnel at architectural precast concrete fabricator's option.
- D. Limit water-soluble chloride ions to maximum percentage by weight of cement permitted by ACI 318 or PCI MNL 117 when tested in accordance with ASTM C1218/C1218M.
- E. Normal-Weight Concrete Mixtures: Proportion face and backup mixtures by either laboratory trial batch or field test data methods in accordance with ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 5000 psi (34.5 MPa) minimum.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
- F. Water Absorption: Six percent by weight or 14 percent by volume, tested in accordance with ASTM C642, except for boiling requirement.
- G. Lightweight Concrete Backup Mixtures: Proportion mixtures by either laboratory trial batch or field test data methods in accordance with ACI 213R, with materials to be used on Project, to provide lightweight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 5000 psi (34.5 MPa).
  - 2. Unit Weight: Calculated equilibrium unit weight of 115 lb/cu. ft. (1842 kg/cu. m), plus or minus 3 lb/cu. ft. (48 kg/cu. m), in accordance with ASTM C567/C567M.
- H. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content complying with PCI MNL 117.
- I. When included in design mixtures, add other admixtures to concrete mixtures in accordance with manufacturer's written instructions.

#### 2.11 FABRICATION OF MOLDS

- A. Molds: Accurately construct molds, mortar tight, of sufficient strength to withstand pressures due to concrete-placement operations and temperature changes and for prestressing and detensioning operations. Coat contact surfaces of molds with release agent before reinforcement is placed. Avoid contamination of reinforcement and prestressing tendons by release agent.
- B. Maintain molds to provide completed architectural precast concrete units of shapes, lines, and dimensions indicated, within fabrication tolerances specified.
  - 1. Form joints are not permitted on faces exposed to view in the finished Project.

2. Edge and Corner Treatment:Match existing.

# 2.12 FABRICATION OF PRECAST ARCHITECTURAL CONCRETE

- A. Cast-in Anchors, Inserts, Plates, Angles, and Other Anchorage Hardware: Fabricate anchorage hardware with sufficient anchorage and embedment to comply with design requirements. Accurately position for attachment of loose hardware, and secure in place during precasting operations. Locate anchorage hardware where it does not affect position of main reinforcement or concrete placement.
  - 1. Weld-headed studs and deformed bar anchors used for anchorage in accordance with AWS D1.1/D1.1M and AWS C5.4.
- B. Furnish loose hardware items, including steel plates, clip angles, seat angles, anchors, dowels, cramps, hangers, and other hardware shapes for securing architectural precast concrete units to supporting and adjacent construction.
- C. Cast-in reglets, slots, holes, and other accessories in architectural precast concrete units, as indicated on the Drawings.
- D. Cast-in openings larger than 10 inches (250 mm) in any dimension. Do not drill or cut openings or prestressing strand without Architect's approval.
- E. Reinforcement: Comply with recommendations in PCI MNL 117 for fabricating, placing, and supporting reinforcement.
  - 1. Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy the bond with concrete. When damage to epoxy-coated reinforcing exceeds limits specified in ASTM A775/A775M, repair with patching material compatible with coating material and epoxy coat bar ends after cutting.
  - 2. Accurately position, support, and secure reinforcement against displacement during concrete-placement and consolidation operations. Completely conceal support devices to prevent exposure on finished surfaces.
  - 3. Place reinforcing steel and prestressing strands to maintain at least 3/4-inch (19-mm) minimum concrete cover. Increase cover requirements for reinforcing steel to 1-1/2 inches (38 mm) when units are exposed to corrosive environment or severe exposure conditions. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position while placing concrete. Direct wire tie ends away from finished, exposed concrete surfaces.
  - 4. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh spacing and wire tie laps, where required by design. Offset laps of adjoining widths to prevent continuous laps in either direction.
- F. Reinforce architectural precast concrete units to resist handling, transportation, and erection stresses and specified in-place loads.

- G. Comply with requirements in PCI MNL 117 and requirements in this Section for measuring, mixing, transporting, and placing concrete. After concrete batching, no additional water may be added.
- H. Place concrete in a continuous operation to prevent cold joints or planes of weakness from forming in precast concrete units.
  - 1. Place backup concrete mixture to ensure bond with face-mixture concrete.
- I. Thoroughly consolidate placed concrete by internal and external vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing, or entrapped air voids on surfaces. Use equipment and procedures complying with PCI MNL 117.
- J. Comply with PCI MNL 117 for hot- and cold-weather concrete placement.
- K. Identify pickup points of architectural precast concrete units and orientation in structure with permanent markings, complying with markings indicated on Shop Drawings. Imprint or permanently mark casting date on each architectural precast concrete unit on a surface that does not show in finished structure.
- L. Cure concrete, in accordance with PCI MNL 117, by moisture retention without heat or by accelerated heat curing using low-pressure live steam or radiant heat and moisture. Cure units until compressive strength is high enough to ensure that stripping does not have an effect on performance or appearance of final product.
- M. Discard and replace architectural precast concrete units that do not comply with requirements, including structural, manufacturing tolerance, and appearance, unless repairs comply with requirements in PCI MNL 117 and Architect's approval.

# 2.13 FABRICATION TOLERANCES

- A. Fabricate architectural precast concrete units to shapes, lines, and dimensions indicated so each finished unit complies with PCI MNL 117 product tolerances as well as position tolerances for cast-in items.
- B. Position Tolerances: For cast-in items measured from datum line location, as indicated on Shop Drawings.
  - 1. Weld Plates: Plus or minus 1 inch (25 mm).
  - 2. Tipping and Flushness of Plates: Plus or minus 1/4 inch (6 mm).
  - 3. Dimensions of Architectural Features and Rustications: Plus or minus 1/8 inch (3 mm).
  - 4. Inserts: Plus or minus 1/2 inch (13 mm).
  - 5. Handling Devices: Plus or minus 3 inches (75 mm).
  - 6. Reinforcing Steel and Welded-Wire Reinforcement: Plus or minus 1/4 inch (6 mm) where position has structural implications or affects concrete cover; otherwise, plus or minus 1/2 inch (13 mm).
  - 7. Reinforcing Steel Extending out of Member: Plus or minus 1/2 inch (13 mm).

- 8. Prestressing Reinforcement: Plus or minus 1/4 inch (6 mm), perpendicular to panel; plus or minus 1 inch (25 mm), parallel to panel.
- 9. Location of Rustication Joints: Plus or minus 1/8 inch (3 mm).
- 10. Location of Opening within Panel: Plus or minus 1/4 inch (6 mm).
- 11. Location of Flashing Reglets: Plus or minus 1/4 inch (6 mm).
- 12. Location of Flashing Reglets at Edge of Panel: Plus or minus 1/8 inch (3 mm).
- 13. Reglets for Glazing Gaskets: Plus or minus 1/8 inch (3 mm).
- 14. Electrical Outlets, Hose Bibs: Plus or minus 1/2 inch (13 mm).
- 15. Location of Bearing Surface from End of Member: Plus or minus 1/4 inch (6 mm).
- 16. Allowable Rotation of Plate, Channel Inserts, and Electrical Boxes: Two-degree rotation or 1/4 inch (6 mm) maximum, measured at perimeter of insert.
- 17. Position of Sleeve: Plus or minus 1/2 inch (13 mm).
- 18. Location of Window-Washer Track or Buttons: Plus or minus 1/8 inch (3 mm).

#### 2.14 FINISHES

A. Exposed faces to be free of joint marks, grain, and other obvious defects. Corners, including false joints to be uniform, straight, and sharp. Finish exposed-face surfaces of architectural precast concrete units to match existing wall cap.

#### 2.15 SOURCE QUALITY CONTROL

- A. Quality-Control Testing: Test and inspect precast concrete in accordance with PCI MNL 117 requirements. If using self-consolidating concrete, also test and inspect in accordance with PCI TR-6, ASTM C1610/C1610M, ASTM C1611/C1611M, ASTM C1621/C1621M, and ASTM C1712.
- B. Owner will employ an independent testing agency to evaluate architectural precast concrete fabricator's quality-control and testing methods.
  - 1. Allow Owner's testing agency access to material storage areas, concrete production equipment, concrete placement, and curing facilities. Cooperate with Owner's testing agency and provide samples of materials and concrete mixtures as may be requested for additional testing and evaluation.
- C. Strength of precast concrete units is considered deficient if units fail to comply with ACI 318 requirements for concrete strength.
- D. Testing: Fabricator will employ an independent testing agency to obtain, prepare, and test cores drilled from hardened concrete to determine compressive strength in accordance with ASTM C42/C42M and ACI 318.
  - 1. A minimum of three representative cores to be taken from units of suspect strength, from locations directed by Architect.
  - 2. Test cores in an air-dry condition.

- 3. Strength of concrete for each series of three cores is considered satisfactory if average compressive strength is equal to at least 85 percent of 28-day design compressive strength and no single core is less than 75 percent of 28-day design compressive strength.
- 4. Report test results in writing on same day that tests are performed, with copies to Architect, Contractor, and precast concrete fabricator. Test reports include the following:
  - a. Project identification name and number.
  - b. Date when tests were performed.
  - c. Name of precast concrete fabricator.
  - d. Name of concrete testing agency.
  - e. Identification letter, name, and type of precast concrete unit(s) represented by core tests; design compressive strength; type of break; compressive strength at breaks, corrected for length-diameter ratio; and direction of applied load to core in relation to horizontal plane of concrete as placed.
- E. Patching: If core test results are satisfactory and precast concrete units comply with requirements, clean and dampen core holes and solidly fill with precast concrete mixture that has no coarse aggregate, and finish to match adjacent precast concrete surfaces.
- F. Defective Units: Discard and replace recast architectural concrete units that do not comply with acceptability requirements in PCI MNL 117, including concrete strength, manufacturing tolerances, and color and texture range. Chipped, spalled, or cracked units may be repaired, subject to Architect's approval. Architect reserves the right to reject precast units that do not match approved samples, sample panels, and mockups. Replace unacceptable units with precast concrete units that comply with requirements.

# PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Examine supporting structural frame or foundation and conditions for compliance with requirements for installation tolerances, bearing surface tolerances, and other conditions affecting performance of the Work.
- B. Do not install precast concrete units until supporting cast-in-place concrete has attained minimum allowable design compressive strength and supporting steel or other structure is structurally ready to receive loads from precast concrete units.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 INSTALLATION OF PRECAST ARCHITECTURAL CONCRETE UNITS

A. Install clips, hangers, bearing pads, and other accessories required for connecting architectural precast concrete units to supporting members and backup materials.

- B. Erect architectural precast concrete level, plumb, and square within specified allowable tolerances. Provide temporary supports and bracing as required to maintain position, stability, and alignment of units until permanent connections are completed.
  - 1. Install temporary steel or plastic spacing shims as precast concrete units are being erected. Tack weld steel shims to each other to prevent shims from separating.
  - 2. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
  - 3. Remove projecting lifting devices and grout fill voids within recessed lifting devices flush with surface of adjacent precast surfaces when recess is exposed.
  - 4. Unless otherwise indicated, maintain uniform joint widths of 3/4 inch (19 mm).
- C. Connect architectural precast concrete units in position by bolting, welding, grouting, or as otherwise indicated on Shop Drawings. Remove temporary shims, wedges, and spacers as soon as practical after connecting and grouting are completed.
  - 1. Do not permit connections to disrupt continuity of roof flashing.
- D. Welding: Comply with applicable requirements in AWS D1.1/D1.1M and AWS D1.4/D1.4M for welding, welding electrodes, appearance, quality of welds, and methods used in correcting welding work.
  - 1. Protect architectural precast concrete units and bearing pads from damage by field welding or cutting operations, and provide noncombustible shields as required.
  - 2. Welds not specified to be continuous fillet welds use no less than the minimum fillet as specified by AWS.
  - 3. Clean weld-affected metal surfaces with chipping hammer followed by brushing, and apply a minimum 4.0-mil- (0.1-mm-) thick coat of galvanized repair paint to galvanized surfaces in accordance with ASTM A780/A780M.
  - 4. Visually inspect welds and remove, reweld, or repair incomplete and defective welds.
- E. At bolted connections, use lock washers, tack welding, or other approved means to prevent loosening of nuts after final adjustment.
  - 1. Where slotted connections are used, verify bolt position and tightness. For sliding connections, properly secure bolt but allow bolt to move within connection slot.
  - 2. For slip-critical connections, use one of the following methods to assure proper bolt pretension:
    - a. Turn-of-Nut: In accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
    - b. Calibrated Wrench: In accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
    - c. Twist-off Tension Control Bolt: ASTM F3125/F3125M, Grade 1852.
    - d. Direct-Tension Control Bolt: ASTM F3125/F3125M, Grade 1852.
  - 3. For slip-critical connections, use method and inspection procedure approved by Architect and coordinated with inspection agency.

F. Grouting or Dry Packing Connections and Joints: Grout connections where required or indicated. Retain flowable grout in place until hard enough to support itself. Alternatively, pack spaces with stiff dry pack grout material, tamping until voids are completely filled. Place grout and finish smooth, level, and plumb with adjacent concrete surfaces. Promptly remove grout material from exposed surfaces before it affects finishes or hardens. Keep grouted joints damp for not less than 24 hours after initial set.

# 3.3 ERECTION TOLERANCES

A. Erect architectural precast concrete units level, plumb, square, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 135.

## 3.4 REPAIR

- A. Repair architectural precast concrete units if permitted by Architect. Architect reserves the right to reject repaired units that do not comply with requirements.
- B. Mix patching materials and repair units so cured patches blend with color, texture, and uniformity of adjacent exposed surfaces and show no apparent line of demarcation between original and repaired work, when viewed in typical daylight illumination from a distance of 20 ft. (6 m).
- C. Prepare and repair damaged galvanized coatings with galvanizing repair paint in accordance with ASTM A780/A780M.
- D. Wire brush, clean, and paint damaged prime-painted components with same type of shop primer.
- E. Remove and replace damaged architectural precast concrete units when repairs do not comply with requirements.

#### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
  1. Visually inspect field welds and test in accordance with ASTM E165/E165M or to ASTM E709 and ASTM E1444/E1444M.
- C. Prepare test and inspection reports.
- D. Repair or remove and replace work where tests and inspections indicate that it does not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, to be performed to determine compliance of replaced or additional work with specified requirements.

#### 3.6 CLEANING

- A. Clean surfaces of precast concrete units exposed to view.
- B. Clean mortar, plaster, fireproofing, weld slag, and other deleterious material from concrete surfaces and adjacent materials immediately.
- C. Clean exposed surfaces of precast concrete units after erection and completion of joint treatment to remove weld marks, other markings, dirt, and stains.
  - 1. Perform cleaning procedures, if necessary, in accordance with precast concrete fabricator's recommendations. Protect other work from staining or damage due to cleaning operations.
  - 2. Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials.

END OF SECTION 034500

wileywilson.com

ALEXANDRIA | ATLANTA | LYNCHBURG | RALEIGH | RICHMOND

# CONSTANT PROGRESS