## **PROJECT MANUAL**

HERITAGE PARK ADA IMPROVEMENTS ATHENS, TN LD# 23131

Prepared for:

City of Athens

Prepared by:



Lose Design 18 Emory Place, Suite 300 Knoxville, TN 37917

Phone: (865) 409-1424

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## GENERAL

Recipients of bidding instruments must consult the Index to determine the full scope of the work involved and to ensure that all pages of the project manual and drawings have been included.

Neither the Owner nor the Owner's Representative will be responsible for bids submitted that are based on incomplete bidding instruments.

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## ADMINISTRATIVE SERVICES PURCHASING DIVISION

## **REQUEST FOR BIDS – ATHENS (RFB 25 – 09)**

## **CONSTRUCTION OF**

## **HERITAGE PARK – ADA IMPROVEMENTS**

BID OPENING LOCATION: 815 NORTH JACKSON STREET ATHENS, TN 37303

ISSUED: FRIDAY, JUNE 27th, 2025

DUE: TUESDAY, JULY 29th, DAY, 2025 2:00 pm EST

## **REQUEST FOR SEALED BIDS**

Notice is hereby given that the City of Athens is receiving sealed bids for **CONSTRUCTION OF ATHENS HERITAGE PARK – ADA IMPROVEMENTS ATHENS (RFB 25-09)** for the City of Athens as described by the scope of work included in this bid package.

Bids shall be identified on the exterior of the sealed envelope with all the information included in the attached Bid Return Address Sheet and clearly marked. Bids are to be addressed to the City of Athens and mailed or delivered to the following address:

## City of Athens Purchasing Department 815 North Jackson Street Athens, TN 37303

Sealed bids will be received at the location above until **July 29th**, **2025** at **2:00 PM eastern** with bid opening to follow. Date/time stamps of 2:01 PM or later will be rejected. Late bids will not be considered under any circumstances.

## A non-mandatory pre-bid meeting on Tuesday July 8th, 2025, at 2pm EST will be held on site at: 1005 S Jackson Street, Athens, TN 37303 (Heritage Park parking lot)

During the evaluation process, the City of Athens reserves the right, where it may serve the City of Athens' best interest, to request additional information or clarifications from vendors, or to allow corrections of errors or omissions. Questions and requests for clarification or additional information should be directed by telephone or e-mail to the following City contacts:

Kevin Helms	Marc Bond	
Project Manager	Project Manager, Lose Design	
(423) 744-2788	(865) 409-1424	
khelms@athensTN.Gov	mbond@lose.design_	

The City reserves the right to reject any or all bids regarding the quote, to waive irregularities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.



#### TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION RECREATION EDUCATIONAL SERVICES WR Snodgrass TN Tower, 312 Rosa L. Parks Avenue, 2nd Floor, Nashville, TN 37243 PH: 615-532-0748 FAX: 615-532-0732

## CERTIFICATION OF CONTRACTOR REGARDING CONFLICTS OF INTEREST, LOBBYING, NONDISCRIMINATION, PUBLIC ACCOUNTABILITY, AND PUBLIC NOTICE

This certification is required by the agency that has funded, in part, by: (check one)

☑ Local Park & Recreation Fund (LPRF)	Land & Water Conservation Fund (LWCF)
Recreation Trail Program (RTP)	□ Other

The Contractor, \_\_\_\_\_\_, by signing and submitting this Certification, acknowledges the following: This Certification will be incorporated into the Agreement executed between: \_\_\_\_\_\_ (*the Grantee*) and the Contractor.

By signing and submitting this Certification, the Contractor certifies that neither it, its principals nor affiliates has violated the following:

- 1. <u>Conflicts of Interest</u>: The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- 2. <u>Lobbying</u>: The Grantee certifies to the best of its knowledge and belief that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

3. <u>Nondiscrimination</u>: The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color,

religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4. <u>Public Accountability:</u> If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- 5. <u>Public Notice:</u> All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- 6. <u>Records:</u> The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

## Grantee's Authorized Representative: (USUALLY MAYOR)

Signature

Print Name

Title

Date

CONTRACTOR:

Signature

Print Name

Title

Date

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## **TERMS & CONDITIONS**

- 1. BID SUBMITTAL FORM: Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Unless otherwise stated by the City, no bidder may withdraw their bid within a period of ninety (90) days after the date set for the opening of bids.
- 2. SEALED BIDS: ALL bids must be SEALED and properly identified with the name and address of bidder; the date, time, bid number and project title on the OUTSIDE of the bid return envelope.
- 3. INSURANCE: A sheet of minimum "INSURANCE REQUIREMENTS" shall be attached to these terms and conditions when applicable. This sheet is provided for you and your insurance company.
- 4. Prices shall be quoted FOB Athens, TN. Delivery to City of Athens locations shall be without additional charge unless otherwise requested by the City of Athens.
- 5. Failure to examine any drawings, specifications, and instructions will be at bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications, and instructions or other documents, he should submit a written request for an interpretation to the Purchasing Department. An interpretation of the document will be made and if necessary, an addendum shall be released via the City's website at <u>www.athenstn.gov/purchasing</u>. The City will not be responsible for explanations or interpretations of bid documents except as issued in accordance herewith.
- 6. Bids which do not acknowledge receipt of all addenda will be rejected.
- 7. Bids and modifications or corrections thereof received after bid closing will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
- 8. Any exceptions to these terms or conditions or deviations from written specifications will be shown in writing and attached to the bid form.
- 9. Any alteration, erasure, additions to or omission of requested information, change of the specifications or bidding schedule, is made at the risk of the bidder and shall result in the rejection of the bid unless such changes are authorized by the specifications.
- 10. Bidder agrees to defend and save the City of Athens from and against all demands, claims, suits, costs, expenses, damages, and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidder's direction.
- 11. In case of error or discrepancy in the mathematics of the bid price, unit prices prevail.
- 12. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended and all regulations promulgated thereunder, as the City of Athens does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 USC 2000d).
- 13. By submission of a bid, the interested firm and each person signing on behalf of any firm certifies, and in the case of a joint award, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106 List of persons engaging in investment activities in Iran.
- 14. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Athens. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.

- 15. The City reserves the right to determine the low bidder either based on the individual items or based on all items included in its Request for Bids, unless otherwise expressly provided in the Request for Bids. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Bids.
- 16. The City reserves the right to determine the low bidder by durability and maintenance cost over the life of the vehicle or equipment. This may be done by means of experience or research. Initial cost may not determine low bid.
- 17. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
- 18. Throughout these specifications the term bidder shall mean the actual bidder or any subcontractor working for the bidder to perform the scope of work while adhering to all bid requirements.

By signing below, I hereby acknowledge that I have read, understood, and accepted the above Terms & Conditions:

BIDDER'S COMPANY NAME		
COMPANY REPRESENTATIVE PRINTED NAME	SIGNATURE	
TELEPHONE	FAX	
EMAIL	AND SUBMITTED WITH BID	

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#### **BIDDERS INFORMATION**

#### SITE INFORMATION

 The proposed Heritage Park – ADA Improvements are located between Old Englewood Rd and S Jackson Street, Southeast of New Englewood Rd., in Athens, Tennessee. Access to the property will be provided from S Jackson Street.

#### CONSTRUCTION DOCUMENTS

1. Please review the drawings closely and note the items which are listed as "Not in Contract".

### **GENERAL INFORMATION**

1. Sealed bids are to be addressed to: City of Athens Purchasing Department 815 North Jackson Street Athens, TN 37303

A non-mandatory pre-bid meeting will be held for this bid on Tuesday July 8<sup>th</sup>, 2025 at 2pm EST on site at: 1005 S Jackson St., Athens, TN 37303 (Heritage Park parking lot)

# Bids must be received by 2:00 pm Eastern Time on July 29<sup>th</sup>, 2025, and at that time the bids will be publicly opened.

- 2. Bidders must visit the site of work and examine the plans, specifications, and form of proposal. Each bidder must make his/her own appraisal of the quantities of material, and the cost of labor and equipment necessary to complete the work.
- 3. Each bidder shall present in writing with his bid a resume of evidence satisfactory to the Owner showing that he has the necessary capitol, credit line, material, equipment, and facilities to perform the work covered by the proposed Contract.
- 4. Each bidder must familiarize him/herself with all laws, ordinances and regulations, whether federal, state, city or other governmental agency, which by reason of being neglected or violated may affect the work contemplated, and must secure and pay the fees required for any permits which may be necessary.
- 5. All bidders must comply with Tennessee State law in regard to contractor's licensure.

All general contractor license and subcontract license numbers required by Tennessee State law shall be listed on the outside of the bid envelope.

- 6. The successful contractor must provide proof of insurance.
- 7. The right is reserved to reject any or all bids or waive any informality in any bid and to accept any proposal considered by the Owner to be, on the whole, in the best interest of the Owner.
- 8. The Owner expects the Contractor to begin promptly and to perform in an expeditious and professional manner with the highest quality materials and workmanship. After Notice to

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# proceed is received, contractor will begin work within fourteen (14) days and complete the project on or before <u>180 calendar days.</u>

9. This project consists of: one (1) asphalt trail, one (1) playground, and one (1) baseball field along with the general construction associated with the proposed access to the baseball field and playground along with the site improvements. The project includes but is not limited to the following: Site clearing, mass grading, erosion and sediment control facilities, asphalt and concrete pavement, concrete curb, stormwater infrastructure, fencing, sports lighting, site lighting and installation of City of Athens provided playground equipment and site amenities.

### PREPARATION OF PROPOSALS

- 1. The bid must be itemized upon the blank Proposal Forms annexed hereto and shall give the price for the items of work required as shown by the drawings and/or Contract Documents both in writing and in figures, in ink, and be signed by the bidder with his legal street address.
- 2. All blank spaces of the Proposal Form must be filled in, preferably in black ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail.
- 3. Any proposal may be deemed invalid which contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced or which, in any manner, shall fail to conform to the conditions of the published INVITATION TO BID.

### SALES AND USE TAXES

1. All sales taxes which might lawfully be assessed against the Owner are to be paid by the Contractor. Upon request, the Owner will furnish tax exemption certificates if applicable.

### SUBMISSION OF PROPOSALS

1. All proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the INVITATION TO BID. Proposals must be made on the Proposal Forms provided herein. Each proposal must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed in conformance with state law.

### **TELEGRAPHIC OR WRITTEN MODIFICATION OF PROPOSAL**

 Any bidder may modify his bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time. The telegraphic or written communication should not reveal the bid price; it should, however, state the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

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### WITHDRAWAL OF PROPOSAL

1. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals, either by telegraphic or written request or in person. No proposal may be withdrawn after the time scheduled for opening of proposals.

#### **BID SECURITY**

- 1. Proposals must be accompanied by bid bond issued by a surety authorized to issue such bonds in the state where the work is located, in an amount not less than 5 percent of the total amount of the proposal submitted. This bid security shall be given as a guarantee that the bidder will not withdraw his proposal for a period of 60 days after bid opening, and that if awarded the Contract, the successful bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds in the full amount of the Contract price within the time specified.
- 2. The attorney-in-fact (resident agent) who executes this bond in behalf of the surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the surety on the date in form and content.

## END OF SECTION

## BIDDERS INFORMATION LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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**BID FORM** 

## HERITAGE PARK – ADA Improvements (Athens RFB 25 - 09)

Athens, TN

Ladies and Gentlemen:

In compliance with your Invitation to Bid for the above named project, having examined the drawings, specifications, related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, we hereby propose to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, specifications, and drawings, as prepared by Lose Design within the time and prices stated below.

We acknowledge the receipt to Addenda numbered\_\_\_\_\_ through\_\_\_\_\_.

We acknowledge the right of the Owner to accept any proposal, to reject any or all proposals, and to waive any informality in bidding.

After the Notice to Proceed is received, we will complete the project within **180** calendar days. We further agree to pay liquidated damages to the Owner in the sum of two hundred fifty dollars (\$250.00) for each consecutive calendar day of delay, as provided in the Revisions to General Conditions.

## **PROJECT DESCRIPTION**

The bid package is for construction of **HERITAGE PARK – ADA Improvements** including all work shown on the Bid Set of Plans, issue dates June 20<sup>th</sup>, 2025 and Specifications, issue date June 20<sup>th</sup>, 2025. The project scope of work includes the construction of one (1) asphalt trail, one (1) playground, and one (1) baseball field along with the general construction associated with the proposed access to the baseball field and playground along with the site improvements. The project includes but is not limited to the following: Site clearing, mass grading, erosion and sediment control facilities, asphalt and concrete pavement, concrete curb, stormwater infrastructure, fencing, sports lighting, site lighting and installation of City of Athens provided playground equipment and site amenities.

## BASE BID (A)

The base bid for this project includes the scope of work as outlined in the Bid Set dated June 20th,2025. The base bid also includes all permits, fees, bonds, inspections, and final approvals by all agencies having jurisdiction.

## CONTINGENCY (B)

The bid form includes a five percent (5%) owner reserve contingency for use solely at the owner's discretion for, but not limited to, unknown conditions, scope, and schedule revisions. At project closeout, the contractor shall transfer the sum of the contingency balance to the owner via change order.

## TOTAL LUMP SUM (C)

The bid shall consist of a lump sum price for the installation of the Base Bid Project as described above. Total Lump Sum shall consist of the combined (Base Bid Lump Sum + 5% Contingency = Total Lump Sum). The Total lump sum price shall include the furnishing of all labor, materials, supplies, and services, and shall include all items of cost, overhead, and profit for the contractor and any subcontractors involved.

## A - (BASE BID) LUMP SUM SUBTOTAL

	Dollars
(\$)	
B - CONTINGENCY (5% OF 'A' – (BASE BID) LUMP SUM SUBTOTAL)	Dollars
(\$)	
C – TOTAL LUMP SUM ('A' (BASE BID) LUMP SUM SUBTOTAL + 'B' 5% CONTINGENCY)	
	Dollars
(\$)	

## **UNIT PRICES**

To address unforeseen circumstances related to topsoil depth or unsuitable soils within the project site, the following unit prices have been added to the updated bid form below.

Excavation of unsatisfactory material and replacement with crushed stone:	\$	_/ CY.
Excavation of unsatisfactory material and replacement with earth fill:	\$	_/ CY.
Site benches; installation only:	\$	_/ EA.
Water fountain; installation only:	\$	_/ EA.
Bike rack; installation only:	\$	_/ EA.
	Excavation of unsatisfactory material and replacement with crushed stone: Excavation of unsatisfactory material and replacement with earth fill: Site benches; installation only: Water fountain; installation only: Bike rack; installation only:	Excavation of unsatisfactory material and replacement with crushed stone:\$

Company:		
Contact Name:		
Company Address:		
Company Telephone #:	_Fax#	
Email address:		
Tennessee License Number:		
Name of Person Signing Bid:		
Signature:		
Title of Person Signing Bid:		
Date:		

## CITY OF ATHENS STANDARD INSURANCE REQUIREMENTS

1. Statutory Worker's Compensation Insurance

a.	Employer's Liability:	
	Bodily Injury by Accident	- \$100,000 each accident
	Bodily Injury by Disease	- \$500,000 policy limit
	Bodily Injury by Disease	- \$100,000 each employee

NOTE: WC coverage may be waived if the contractor is the sole proprietor only, with no employees, and can provide the City of Athens with an APPROVED I-5 form from the Department of Labor

- 2. Comprehensive General Liability Insurance
  - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - b. Comprehensive form covering all owned, non-owned, and hired vehicles
- 3. Auto Liability Insurance
  - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - b. Comprehensive form covering all owned, non-owned, and hired vehicles
- 4. City of Athens (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability, and Umbrella Liability policies
- 5. The Cancellation provision should provide 30-day notice of cancellation
- 6. Certificate holder should read:

## City of Athens 815 N. Jackson Street Athens, TN 37303

- 7. Insurance company must have an A.M. Best Rating of A-6 or higher
- 8. Insurance company must be licensed to do business by the Tennessee Secretary of State
- 9. Insurance company must be authorized to do business in Tennessee by the Tennessee Insurance Department

REVISED 03/12/25

## No Contact/No Advocacy Affidavit

State o	of				
Count	y of				
		, being first d	uly sworn, depose:	s and says that:	
1)	He/Sh	ne is the owner, partner, officer	r, representative, o	r agent of	
	the Bi	dder that has submitted the at	tached Bid.		
2) Any co and " consid	The B abide a) b) <b>b</b> <b>ompan</b> <b>No A</b> <b>deratic</b>	idder by the following "No Contact" NO CONTACT POLICY: After any contact initiated by an concerning this bid is strictly Purchasing Agent or the liste cause the disqualification of NO ADVOCATING POLICY: T process, companies and/or project, as well as those pers may not lobby or advocate t members of the City Council, by and/or individual who does dvocating" policies may b on.	swa and "No Advocacy the posting of this y bidder with any prohibited, unless d Point of Contact. the bid from this pr o ensure the integr individuals subm sons and/or compa- to the City of Ather , Office of the City I s not comply with the subject to ha	ears or affirms that he/she " clauses: solicitation to the City web city of Athens represent s such contact is made wit Any unauthorized contact rocurement transaction. rity of the review and evalu itting bids for any part of anies representing such bid ns including, but not limite Manager, or any other City s the above stated "No Cont ving their bid rejected	• will osite, ative h the may ation this ders, d to, taff. tact" from
(Signe	d):				
Title: _					
Subsc	ribed a	and sworn to before me this	day of	, 20	
NOTAI	RY PUE	BLIC			
Му соі	nmiss	ion expires			

## Non-Collusion Affidavit of Prime Bidder

State of \_\_\_\_\_

County of \_\_\_\_\_

- 1. He/She is the \_\_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Bid.
- 2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- 3. Such Bid is genuine and is not a collusive or sham Bid.
- 4. Neither the said Bid nor any of the Bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Athens or any person interested in the proposed Contract; and
- 5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

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

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

|--|

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

## **AFFIDAVIT OF COMPLIANCE**

## WITH

## DRUG-FREE WORKPLACE REQUIREMENTS OF TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by vendor)

I,\_\_\_\_\_\_, president or other principal officer,

swear or affirm that the company

has a drug – free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

"It is the policy of the City of Athens that the use of drugs/alcohol by its employees and impairment in the workplace due to drugs and/or alcohol are prohibited and will not be tolerated. Engaging in prohibited and/or illegal conduct may lead to termination of employment. Prohibited and/or illegal conduct includes but is not limited to:

1. being on duty or performing work in or on City property while under the influence of drugs and/or alcohol;

2. engaging in the manufacture, sale, distribution, use or unauthorized possession of (illegal) drugs at any time and of alcohol while on duty or while in or on City property;

3. refusing or failing a drug and/or alcohol test administered under this policy.

4. providing an adulterated, altered, or substituted specimen for testing;

5.using alcohol within four hours prior to reporting for duty on schedule or use of alcohol while on-call for duty.

6. using alcohol or drugs within eight hours following an accident (incident) if the employee's involvement has not been discounted as a contributing factor in the accident (incident) or until the employee has successfully completed drug and/or alcohol testing procedures.

This policy does not preclude the appropriate use of legally prescribed medication that does not adversely affect the mental, physical or emotional ability of the employee to safely and efficiently perform his/ her duties. It is the employee's responsibility to inform the proper supervisory personnel of his/ her use of such legally prescribed medication before the employee goes on duty or performs any work."

I have also reviewed the above statement regarding the City of Athens Drug and Alcohol Testing Program and affirm that I have a testing program for my employees that is at least as stringent as the City's program.

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

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

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

NOTARY PUBLIC

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

## <u>SP102I</u>

Page 1 of 2

<u>STATE</u> Rev: October 10, 2016 <u>OF</u>

 $\frac{\mathbf{T} \mathbf{E} \mathbf{N} \mathbf{N} \mathbf{E} \mathbf{S} \mathbf{S} \mathbf{E} \mathbf{E}}{\text{January 1, 2021}}$ 

## SPECIAL PROVISION

## **REGARDING**

## EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS

The State shall endeavor to do business only with those contractors and subcontractors that are in compliance with the Federal Immigration and Nationality Act. This policy shall apply to all State Contractors including subcontractors. This policy statement is issued to establish implementation guidance to procuring state agencies and contractors reflecting the requirements of *Tennessee Code Annotated* §12-3-309 regarding the employment of illegal immigrants in the performance of state contracts.

- 1. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the "Attestation form" provided by the Department, semi-annually during the period of this Contract.
- 2. Prior to the use of any subcontractor in the performance of this Contract, and semiannually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract.
- 3. The Contractor shall maintain records for its employees used in the performance of this Contract. Said records shall include a completed federal Department of Homeland Security Form I-9, *Employment Eligibility Verification*, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated* § 12-3-309 for acts or omissions occurring after January 1, 2007. This law requires the Chief Procurement Officer, Department of General Services, to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a

## <u>SP102I</u>

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Page 2 of 2
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contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

For the Purposes of this policy, "illegal immigrant" shall be defined as a non-citizen who has entered the United State of America without federal government permission or stayed in this country beyond the period allowed by a federal government-issued visa authorizing the non-citizen to enter the country for specific purposes and a particular time period.

Page 1 of 2

## <u>STATE</u>

<u>O F</u>

## TENNESSEE

(Rev. 6-20-11)

January 1, 2021

## SPECIAL PROVISION

## **REGARDING**

## **BUY AMERICA REQUIREMENTS**

All manufacturing processes for iron and steel products, and coatings applied thereon, used in this project shall occur in the United States except that if the proposal has bid items for furnishing domestic and foreign iron and steel, the bidder will have the option of (1) submitting a bid for furnishing domestic iron and steel, or (2) submitting a bid for furnishing domestic iron and steel and a bid for furnishing foreign iron and steel. If option (2) is chosen, the bid will be tabulated on the basis of (a) the total bid price using the bid price for furnishing domestic iron and steel and, (b) the total bid price using the bid price using the bid price using the bid price for furnishing domestic iron and steel.

For the total bid based on furnishing foreign iron and steel to be considered for award, the lowest total bid based on furnishing domestic iron and steel must exceed the lowest total bid based on furnishing foreign iron and steel by more than 25 percent. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for the steel or iron products.

Iron and steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from iron and steel made in the United States. Iron products are included, however, pig iron and processed, pelletized, and reduced iron ore may be purchased outside the United States.

Manufacturing begins with initial melting and continues through the coating stage. Any process which modifies chemical content, physical size or shape, or the final finish is considered a manufacturing process. Coatings include epoxy, galvanizing, painting or any other surface protection that enhances the value and/or durability of a material.

The contractor shall provide a certification to the Engineer with each shipment of iron and steel products to the project site that the manufacturing processes for the iron and steel products occurred in the United States. No steel shall be placed until the contractor ensures the requirements of this Special Provision are met.

The above requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed 0.1 percent of the total contract cost or \$2,500.00, whichever is greater. If steel not meeting the requirements of this Special Provision is used, the contractor shall provide a written statement to the Department prior to its use indicating where the steel will be incorporated in the work,

## <u>SP106A</u>

Page 2 of 2

the value of the steel, the percentage of the contract amount, and the appropriate invoices shall be submitted as documentation.

The contractor shall be responsible for all cost associated with any steel that is permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

## <u>SP106BA</u>

## <u>SP106BA</u>

Page 1 of 3

## <u>STATE</u>

December 12, 2022 (Rev. 9-12-23) (Rev. 11-21-23)

## <u>O F</u>

## <u>TENNESSEE</u>

January 1, 2021

## SPECIAL PROVISION

## **REGARDING**

## BUILD AMERICA, BUY AMERICA ACT REQUIREMENTS

The Build America, Buy America Act (BABA) Public Law No. 117-58 SEC. 70914 that all of the iron, steel, manufactured products, and construction materials used are subject to Build America, Buy America requirements and are produced in the United States.

Effective 10/23/2023, the Office of Management and Budget (OMB) revised guidance in the Code of Federal Regulations (CFR) title 2 and add a new part 184 – Buy America Preferences For Infrastructure Projects and revised 200.322.

- A. Iron and steel: FHWA existing requirements SP106A Regarding Buy America.
- B. Manufactured products: FHWA Buy America Final Rule 11/25/1983, 48 FR 53099; Waiver for Manufactured Products.
- C. Construction materials includes an article, material, or supply that is or consists of only one of the materials listed except as provided in 2).
  - 1) Construction materials:
    - non-ferrous metals;
    - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
    - Glass (including optic glass);
    - Fiber optic cable (including drop cable);
    - Optical fiber;
    - Lumber;
    - Engineered wood; and
    - Drywall.
  - 2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

## <u>SP106BA</u>

Construction materials incorporated into the project must meet one of the following construction material standards to be considered "**produced in the United States**".

- 1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- 2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- 3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- 4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- 5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- 6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- 7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- 8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Provide certifications to the Engineer for the construction materials that they meet the Build America Buy America Act requirements. Assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the project.

Effective August 16, 2023, with the US Department of Transportation (DOT) Office of the Secretary Docket No.: DOT-OST-2022-0124:

Waiver of Buy America Requirements for De Minimis Costs and Small Grants, decision, certain waivers to the requirements stated herein are allowed.

The BABA's domestic preferences for iron and steel, manufactured products, and construction materials used in projects funded under DOT administered financial assistance programs will not apply under a single financial assistance award for the following situations:

## <u>SP106BA</u>

## Page 3 of 3

- The total value of the noncompliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project; where the "total value of the non-compliant products" does not include the value of those products subject to a separate Buy America waiver. "Total applicable project costs" are defined as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver and the de minimis cost portion of the waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313/ 23 CFR 635.410 (b)(4), or
- 2) The total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000 but this does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

The waiver does not apply to products that are the subject of two separate product-specific Buy America waivers from the Department:

- 1) For awards administered by FHWA that are subject to 23 U.S.C. 313, the waiver does not apply to electric vehicle chargers, as defined in the notice at 88 FR 10619.
- 2) For awards that are subject to 49 U.S.C. 5323(j), the waiver does not apply to mass-produced, unmodified non-ADA accessible vans and minivans with seating capacity for at least six adults not including the driver, as those terms are used in the notice at 87 FR 64534.

DOT Waiver of Buy America Requirements for De Minimis Costs requirements:

Provide certifications, documents, and calculations to the Engineer for all of the noncompliant products anticipated to be used in the project before being incorporated.

The contractor shall be responsible for all cost associated with products that are permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

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# RAFT AIA Document A101 - 2017

## Standard Form of Agreement Between Owner and Contractor where

the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the « » day of « » in the year « » (In words, indicate day, month and year.)

**BETWEEN** the Owner: (Name, legal status, address and other information)

«City of Athens »« » «815 North Jackson Street » «Athens, Tennessee 37303 » «423-744-2700»

and the Contractor: (Name, legal status, address and other information)

«NAME»«LEGAL STATUS» «STREET ADDRESS» «CITY, STATE, ZIP CODE» « »

for the following Project: (Name, location and detailed description)

«HERITAGE PARK – ADA IMPROVEMENTS» **«**»

The Architect: (Name, legal status, address and other information)

«Lose & Associates, Inc. »«DBA. Lose Design » «18 Emory Place, Suite 300 » «Knoxville, Tennessee 37917 » «865.770.3751»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 **DISPUTE RESOLUTION**
- 7 **TERMINATION OR SUSPENSION**
- **MISCELLANEOUS PROVISIONS** 8
- **ENUMERATION OF CONTRACT DOCUMENTS** 9

#### EXHIBIT A **INSURANCE AND BONDS**

#### **ARTICLE 1** THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION ARTICLE 3

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

[ «» ] The date of this Agreement.

#### [«X»] A date set forth in a notice to proceed issued by the Owner.

[ «» ] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

#### $\langle \rangle$

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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2
# [«X»] Not later than «ONE HUNDRED EIGHTY» («180») calendar days from the date of commencement of the Work.

[ «» ] By the following date: «»

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date	
« »		

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «» (\$ «» ), subject to additions and deductions as provided in the Contract Documents.

## § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price			

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (*Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.*)

ltem	Price	Conditions for Acceptance
« »		
<b>§ 4.3</b> Allowances, if any, included in the Contract S <i>(Identify each allowance.)</i>	um:	
ltem	Price	
« »		
<b>§ 4.4</b> Unit prices, if any: <i>(Identify the item and state the unit price and quantility the item and state the unit price and quantility the item and state the unit price and quantility the item and state the unit price and quantility and quanti</i>	tity limitations, if any, to which t	he unit price will be applicable.)
ltem	Units and Limitations	Price per Unit (\$0.00)
« »		
§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damage	s, if any.)	
«\$250.00 per each consecutive calander day of dela	ay »	
§ 4.6 Other: (Insert provisions for bonus or other incentives, if a	any, that might result in a change	e to the Contract Sum.)
« »		

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# ARTICLE 5 PAYMENTS

## § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

#### « »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «1st » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «15th » day of the «same» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «15» («Fifteen») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201<sup>TM</sup>\_2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

## § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

### «5%»

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- a final Certificate for Payment has been issued by the Architect. .2

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

#### « »

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

« »%« »

#### **DISPUTE RESOLUTION** ARTICLE 6

## § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

- « »
- « »
- « »

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

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[«»] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ «» ] Litigation in a court of competent jurisdiction

[«X»] Other (Specify)

«Litigation shall be in a court of competent jurisdiction. Exclusive venue for any litigation shall lie in McMinn County, Tennessee.»

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

#### TERMINATION OR SUSPENSION ARTICLE 7

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

#### **MISCELLANEOUS PROVISIONS** ARTICLE 8

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative: (Name, address, email address, and other information)

«Kevin Helms » «City of Athens - Project Manager » «815 North Jackson Street » «Athens, Tennessee 37303 » «423-744-2788» «khelms@athensTN.gov »

§ 8.3 The Contractor's representative: (Name, address, email address, and other information)

«MARC BOND» «Lose Design - Project Manager » «18 Emory Place, Suite 300 » «Knoxville, Tennessee 37917» «865-409-1424 » «dboutte@lose.design »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document. A101<sup>TM</sup>–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101<sup>TM</sup>-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« » § 8.7 Other provisions: « » **ARTICLE 9** ENUMERATION OF CONTRACT DOCUMENTS § 9.1 This Agreement is comprised of the following documents: .1 AIA Document A101<sup>™</sup>–2017, Standard Form of Agreement Between Owner and Contractor .2 AIA Document A101<sup>™</sup>–2017, Exhibit A, Insurance and Bonds .3 AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction .4 AIA Document E203<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203-2013 incorporated into this Agreement.) « » .5 Drawings Number Title Date «See project manual for Drawing HERITAGE PARK -05/22/2025 List Table of Contents » ADA IMPROVEMENTS .6 Specifications Section Title Date Pages «Project Manual » HERITAGE PARK 05/22/2025 ADA IMPROVEMENTS .7 Addenda, if any: Number Date Pages « » Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9. .8 Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where required.) [« »] AIA Document E204<sup>TM</sup>–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

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Title	Date	Pages
« »		

## [« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
« »			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201<sup>TM</sup>\_2017 provides that the advertisement or invitation to bid. Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement entered into as of the day and year first written above.

« »

**OWNER** (Signature)

«Kevin Helms»«, Project Manager»

(Printed name and title)

#### « » **CONTRACTOR** (Signature)

« »« »

(Printed name and title)





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# RAFT AIA Document A310 - 2010

# Bid Bond

## CONTRACTOR:

(Name, legal status and address)

# « »« »

« »

## OWNER:

(Name, legal status and address) «City of Athens »«» «815 North Jackson Street Athens, Tennessee 37303»

## BOND AMOUNT: \$ «5% »

## **PROJECT:**

(Name, location or address, and Project number, if any) «HERITAGE PARK - ADA IMPROVEMENTS » «1005 S JACKSON STREET» «Athens, Tennessee 37303 »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this « » day of « », « »

## SURETY:

(Name, legal status and principal place of business) « »« » « »

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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.





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	(Contractor as Principal)	(Seal)
«»	« »	
(Witness)	(1itie)	
	<u>«»</u>	$\langle \mathbf{C} = 1 \rangle$
	(Surety)	(Seal)
« »	« »	
(Witness)	(Title)	





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## BOND FOR PERFORMANCE AND PAYMENT STATE OF TENNESSEE COUNTY OF McMinn

## KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_\_\_\_ (hereafter called the "Principal"), and \_\_\_\_\_\_\_, a \_\_\_\_\_\_ duly qualified and authorized under the laws of the State of Tennessee to act as surety on bonds (hereinafter called the "Surety"), are held and firmly bound unto the City of Athens, Tennessee, a municipal corporation created and existing under the laws of the State of Tennessee (hereinafter called the "Obligee"), in the penal sum of \_\_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_), lawful money of the United States of America, to be paid to the Obligee as aforesaid, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain contract with the Owner, dated the the day of , 20 , for the construction of Heritage Park - ADA Improvements, a copy of which is hereto attached and made a part hereof, the same as if set forth fully herein; NOW, THEREFORE, if the Principal shall in all respects well, faithfully and fully perform the terms and conditions of said Contract on its part and shall pay the said Obligee all costs, damage and injuries sustained by said Obligee by reason of any failure on the part of the said Principal to fully perform said contract and shall indemnify and save harmless the Obligee from any and all liability of any nature, kind and character which may be incurred in the performance or fulfillment of such contract or other such liability resulting from negligence, or otherwise on the part of such Principal, and shall reimburse and repay the Obligee for all expenditures of every kind, character and description which may be incurred by the Obligee in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract, and further shall promptly pay in lawful money of the United States of America all persons supplying the said Principal or any subcontractor with labor, materials, and supplies used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall become null and void, else to remain in full force and effect.

Any failure or default on the part of the Principal in the payment of any lawful claim, or any person supplying the said Principal or any subcontractor with labor, material and supplies used directly or indirectly as aforesaid in the prosecution of the work provided for in said Contract, shall give such person a direct right of action against the Principal and Surety under this obligation; provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one (1) year from the date on which final payment under Contract falls due. It is further covenanted and agreed that any alteration or addition made under said Contract or in the work to be performed thereunder or the granting of any extension of time for the performance of the Contract or any other forbearance by or on the part of either the Obligee or the Principal shall not in any way release the Principal and the Surety, or either of them, their executors, administrators, successors or assigns, from any liability hereunder. Notice to the Surety of such alterations, extensions, or forbearance is hereby expressly waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

IN	WITNESS WHER	EOF, the	said		as
Principal, I	has hereto set its har	nd, and the	said		, as Surety,
has cause	d these presents to b	e signed ir	n its na	ame by its attorney in t	act, under its corporate seal,
this the	day of	_		, 20	

Signed, sealed and delivered in the presence of:

ATTEST:

(Principal)

(As to Principal)

Ву:\_\_\_\_\_

(Surety)

(As to the Surety)

By:\_\_\_\_

Its Attorney in Fact



TO: Prospective Bidders

FROM: Purchasing Agent

SUBJECT: Bid Submittal Checklist

All Prospective Bidders:

When finalizing your bid proposal, please use the following checklist to ensure that you have signed and included all necessary documents requested for your bid to be seriously considered for award. Please check to see that you have:

- Y Signed the Terms and Conditions Form
- Provided a Certificate of Insurance with "City of Athens" named Additional Insured
- Completed all Affidavits included in bid packet
- Completely filled out and signed Bid Submittal Form
- Provided all supporting documentation required in bid specifications, if any
- Included a copy of your organization's W-9 with address to send payment if awarded
- $\Upsilon$  Reviewed sample contract included in this bid packet
- ${\bf f}$  Filled out and returned the bid return address sheet taped to the outside of the sealed bid submittal envelope

The City of Athens tabulates all bids and makes recommendations based on lowest, responsive, responsible, and overall best bid or proposal submitted, not just the lowest bid. However, omission of any required documents above could disqualify your bid before it is considered. Please include all requested documents with your bid to maintain compliance with bid rules.

For questions, please email <u>khelms@athenstn.gov</u>or call (423) 744-2788. Thank you!

FROM:
-------

NAME/ADDRESS OF BIDDER

 OPENING DATE:
 July 29th, 2025
 2:00PM\_EST

 PROJECT NO.
 23131
 TITLE:
 Athens Heritage Park – ADA Improvements

**TO:** 

CITY OF ATHENS PURCHASING DIVISION 815 N. Jackson Street Athens, TN 37303

# $AIA^{\circ}$ Document A201 $^{\circ}$ – 2017

# General Conditions of the Contract for Construction

for the following PROJECT: (Name and location or address)

Heritage Park ADA Improvements 1005 S Jackson Street Athens, TN 37303

THE OWNER: (Name, legal status and address)

City of Athens 815 N. Jackson Street Athens, TN 37303

THE ARCHITECT: (Name, legal status and address)

Lose & Associates, Inc. DBA LOSE DESIGN 18 Emory Pl, Suite 300 Knoxville, TN 37917

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## ARTICLE 1 GENERAL PROVISIONS

## § 1.1 Basic Definitions

## § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

## § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

## § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

## § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

## § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

## § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

## § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

## § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

## § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

## § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Subsubcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

## § 1.6 Notice

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

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

## § 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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#### ARTICLE 2 OWNER

# § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

## § 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

## § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

## § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

## § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

#### ARTICLE 3 CONTRACTOR

## § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

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purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

## § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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## § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

## § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

## § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

## § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

## § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

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but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

## § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

## § 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

## § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

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constructed.

## § 3.12 Shop Drawings, Product Data and Samples

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

## § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

## § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

## § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

## § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

## § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

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Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### ARTICLE 4 ARCHITECT

## § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

## § 4.2.4 Communications

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

#### ARTICLE 5 SUBCONTRACTORS

## § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Subsubcontractor.

## § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subsubcontractors.

## § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- assignment is effective only after termination of the Contract by the Owner for cause pursuant to .1 Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor: and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

#### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

## § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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## § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

#### ARTICLE 7 CHANGES IN THE WORK

## § 7.1 General

§7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

## § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

## § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, .1 workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:

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- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

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

#### **ARTICLE 8** TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

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

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

#### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

#### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

#### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others

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whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

# § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; .4
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

#### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

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## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and startup, plus interest as provided for in the Contract Documents.

# § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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## § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled; .1
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### PROTECTION OF PERSONS AND PROPERTY ARTICLE 10

#### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

#### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

employees on the Work and other persons who may be affected thereby; .1

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- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

# § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

# § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

#### **INSURANCE AND BONDS** ARTICLE 11

#### § 11.1 Contractor's Insurance and Bonds

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

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

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

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the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

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

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

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

#### § 11.3 Waivers of Subrogation

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

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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

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fire or other hazards however caused.

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

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

#### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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§ 12.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

#### ARTICLE 13 **MISCELLANEOUS PROVISIONS**

## § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

#### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

#### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

## § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

#### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

#### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

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# § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- Exclude the Contractor from the site and take possession of all materials, equipment, tools, and .1 construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written .3 request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- except for Work directed to be performed prior to the effective date of termination stated in the .3 notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

#### ARTICLE 15 CLAIMS AND DISPUTES

# § 15.1 Claims

# § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

#### § 15.1.5 Claims for Additional Cost

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

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

# § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner

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may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

#### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially

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similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



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Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

Heritage Park ADA Improvements

1005 S Jackson Street Athens, TN 37303

City of Athens

815 N. Jackson Street Athens, TN 37303

Lose & Associates, Inc. DBA LOSE DESIGN

<u>18 Emory Pl, Suite 300</u> Knoxville, TN 37917



# SECTION 011000 – SUMMARY LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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## SECTION 01 10 00 - SUMMARY

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Project Time and Liquidated Damages
  - 4. Access to Site
  - 5. Work restrictions.
  - 6. Specification and drawing conventions.

## 1.3 PROJECT INFORMATION

Α.	Project Identification:	HERITAGE PARK – ADA IMPROVEMENTS
В.	Project Location:	HERITAGE PARK
	-	1005 S JACKSON STREET, ATHENS, TN 37303

- C. Owner: CITY OF ATHENS
- D. Owner's Contact: KEVIN HELMS, PROJECT MANAGER CITY OF ATHENS PARKS AND RECREATION 815 N. JACKSON STREET ATHENS, TENNESSEE 37303
- B. Designer of Record:
  - 1. Site Development: MARC BOND, PLA LOSE DESIGN 18 EMORY STREET, SUITE 300 KNOXVILLE, TN 37917 PHONE: (865) 409-1424

# 1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

The project scope of work includes the construction of one (1) asphalt trail, one (1) playground, and one (1) baseball field along with the general construction associated with the proposed access to the baseball field and playground along with the site improvements. The project

# SECTION 011000 – SUMMARY LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

# Page 2 of 4

includes but is not limited to the following: Site clearing, mass grading, erosion and sediment control facilities, asphalt and concrete pavement, concrete curb, stormwater infrastructure, fencing, sports lighting, site lighting and installation of City of Athens provided playground equipment and site amenities.

# 1.5 PROJECT TIME AND LIQUIDATED DAMAGES

- A. The Owner expects the Contractor to begin promptly and to perform in an expeditious and professional manner with the highest quality materials and workmanship. After Notice to Proceed is received, the Contractor will begin work within fourteen (14) days and complete the project on or before <u>180 calendar days from the date of Notice to Proceed</u>.
- B. The Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and the Contractor agree that as liquidated for delay (but not as a penalty), the Contactor shall pay to the Owner an amount of **Two Hundred and Fifty Dollars** (\$250.00) for each calendar day that expires after the time specified. Due to market conditions at the time of bid posting, items with long lead times may be submitted to the Owner with an identified date of expected completion and impacted work items, and with owner approval, work related directly to that item may extend beyond the contract period for a period of time to be determined upon owner review.

#### 1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations during construction period as directed by the Owner.
- B. Contractor to ensure that public access to the existing site is maintained during construction. Any work that may impact the useability of the Site (such as utility connections and / or paving work) should be coordinated at least 72 hours in advance of work.

#### 1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, site parking, patron operations and other requirements of authorities having jurisdiction.
  - 2. Comply with work hours as defined by the City of Athens, Tennessee.

#### 1.8 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.

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- 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications and are collectively incorporated as the "General Requirements'.
- C. Material Coordination: Requirements for materials and products are identified in detail within the Specifications and / or on the Drawings. One or more of the following are used in the Specifications to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

# END OF SECTION 01 10 00

# SECTION 011000 – SUMMARY LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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#### SECTION 01 22 00 - UNIT PRICES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes:
  - 1. Unit price work.
  - 2. List of unit prices required.
  - 3. Procedures for unit price work.

#### 1.3 **DEFINITIONS**

A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 SUBMITTALS

A. Supporting Data: With applications for payment covering unit price work submit substantiated measurement of quantity installed or executed.

#### 1.5 **PROCEDURES**

- A. Unit Prices include all costs necessary to satisfactorily complete the work, including materials, delivery, labor, installation, insurance, overhead, and profit.
- B. Measurement and Payment: Refer to 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 Contractor's expense, by an independent surveyor acceptable to Owner.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

## SECTION 012200 – UNIT PRICES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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E. Unit Price Quantities: In case of unit price quantity discrepancies between Bid Form and this form, or any other section, the unit price quantities stated on the Bid Form shall prevail.

# PART 2 - PRODUCTS

# **PART 3 - EXECUTION**

#### 3.1 LIST OF UNIT PRICES

- A. Excavation of unsatisfactory material and replacement with crushed stone.
- B. Excavation of unsatisfactory material and replacement with earth fill.
- C. Site benches; installation only.
- D. Water fountain; installation only.
- E. Bike rack; installation only.

# END OF SECTION 01 22 00

# SECTION 012400 – WEATHER DELAYS LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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# **SECTION 01 24 00 - WEATHER DELAYS**

#### PART 1 – GENERAL

#### 1.1 EXTENSIONS OF CONTRACT TIME:

A. If the basis exists for an extension of time, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

## 1.2 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE:

- A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Georgia.
- B. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time. Saturdays and Sundays are eligible workdays.
- C. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4	5	6	4	3	2	2	2	2	2	2	3

# 1.3 ADVERSE WEATHER AND WEATHER DELAY DAYS

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within 24 hours as determined by the Owner:
  - 1. Precipitation (rain, snow, or ice) in excess of 0.10" liquid measure.
  - 2. Temperatures which do not rise above 32 degrees F by 10:00 a.m.
  - 3. Temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any are specified.
  - 4. Sustained wind in excess of 25 m.p.h.
  - 5. Standing snow in excess 1".
- B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
  - 1. For rain days above the standard baseline.
  - 2. Only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings.

# SECTION 012400 – WEATHER DELAYS LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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- 3. At a rate no greater than 1 make-up for each day or consecutive days of rain beyond the standard baseline that total 1" or more, liquid measure, unless specifically recommended otherwise by the Engineer.
- C. A Weather Delay Day may be counted if adverse weather prevents work on the Project for 50% or more of the Contractor's scheduled work day, including a weekend day or holiday if Contractor has scheduled construction activity that day.

# 1.4 DOCUMENTATION AND SUBMITTALS

- A. Submit daily jobsite work logs showing which and to what extent construction activities have been affected by weather on a timely basis.
- B. Submit actual weather data to support claim for time extension from nearest NOAA weather station or other independently verified source approved by the Engineer at beginning of Project.
- C. Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.
- D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established herein.
- E. If an extension of Contract Time is appropriate, it shall be affected in accordance with the provisions in the General Conditions.

# END OF SECTION 01 24 00

# SECTION 012500 – SUBSTITUTION PROCEDURES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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## SECTION 01 25 00 - SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
  - 1. Division 01 Section "Quality Requirements" for requrieemnts for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 **DEFINITIONS**

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

#### 1.4 SUBMITTALS

- A. Substitution Requests: Submit ONE digital copy of each request to the Designer for review and consideration, prior to completion of Project Bidding Period. Substitution requests will not be considered during the construction phase of the project, unless there is a significant benefit to Owner and a noted reduction in budget.
- B. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

# SECTION 012500 – SUBSTITUTION PROCEDURES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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- a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
- b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will be necessary to accommodate proposed substitution.
- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of Designers and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- I. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Designer's Action: If necessary, Designer will request additional information or documentation for evaluation within two (2) days of receipt of a request for substitution during the Bidding Period. Designer will notify Contractor of acceptance or rejection of proposed substitution within via Addendum. Requested additional material for evaluation, which is received after the final question submittal date will not be considered and the request for substitution may be rejected due to insufficient material for review.
- 4. Construction Period material changes: If a material is selected for substitution during construction, then the following methods will be utilized to implement the change:
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Designer's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Designer does not issue a decision on use of a proposed substitution within time allocated.

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## 1.5 QUALITY ASSURANCE

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

#### 1.6 **PROCEDURES**

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

#### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: This is noted for implementation during the construction timeframe only. Submit requests for substitution immediately upon discovery of need for change, but not later than five (5) days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Designer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Designer 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 has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.
- C. Substitution Cost Savings: Should the proposed product substitution provide a savings in material or labor cost, then the savings will be stated to the Owner during the application process for part of the consideration.

#### **EXECUTION (Not Used)**

#### END OF SECTION 01 25 00

# SECTION 012500 – SUBSTITUTION PROCEDURES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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## SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

# 1.3 MINOR CHANGES IN THE WORK

A. Designer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

#### 1.4 **PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Designer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Designer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request 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.

## SECTION 012900 – CONTRACT MODIFICATION PROCEDURES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Designer.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

# 1.5 CHANGE ORDER PROCEDURES

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

# 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Designer 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 01 26 00

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#### SECTION 01 29 00 - PAYMENT PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
  - 1. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

# 1.3 DEFINITIONS

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

## 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Designer at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.

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- b. Name of Designer.
- c. Designer's project number.
- d. Contractor's name and address.
- e. Date of submittal.
- 2. Arrange schedule of values consistent with format of AIA Document G703.
- 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
    - 1) Labor.
    - 2) Materials.
    - 3) Equipment.
- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts, where appropriate.
- 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
- 7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. The Pay Application may not be reviewed until a current Schedule of values is submitted for review.

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## 1.5 APPLICATIONS FOR PAYMENT

- A. Application for Payment shall be consistent with previous applications and payments as certified by Designer and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
  - 2. Payment discrepancies: each contractor payroll submitted must be compared to the wage requirements of the contract for conformity. If payroll discrepancies are found, the Contractor must be notified of the discrepancy as soon as possible.
    - a. The original payroll submitted is not required to the Contractor. Corrections are to be made by supplemental payrolls if required, prepared and submitted in the same manner as the original payroll. Whatever the discrepancy may be, proper correction documentation must be received and approved promptly.
    - b. The corrections received from the contractor shall be attached to the appropriate related payroll.
    - c. In the event corrections are not received in a timely manner, monthly progress estimates may be withheld.
    - d. In some cases the necessity of notifying the Department of Labor may be required. However, issues should be resolved at the lowest level possible.
    - e. Contractor payroll files must be made available to the Tennessee Department of Labor and Workforce Development for review as needed.
- B. Payment Application Times: Progress payments shall be submitted to Designer by the 25th of the month. The period covered by each Application for Payment is one month, ending on the 25th day of the month.
  - 1. Submit draft copy of Application for Payment seven (7) days prior to due date for review by Designer.
- 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. Designer 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. Employee Classifications: The employee classification must agree with the Classifications listed in the required wage scales.

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- F. Payment Application Sequence: Contractor payrolls should be numbered consecutively. A procedure should be established to ensure that all contractor and subcontractor payrolls are received within the allotted time. Progress estimates may be withheld if payrolls are not received within the allotted time.
- G. Work Interruptions/Stoppages: If the work of the prime contractor or subcontractor is interrupted for a week or more, a statement must be placed on the signature sheet of the payroll "No additional work will be performed until further notice." If work stops for a week or more, and is not anticipated, the statement "No work performed, and no work will be performed until further noticed."
- H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  - 1. Contractor may submit for reimbursement of material stored on-site only. Materials stored off site are not acceptable for inclusion on the Application for Payment.
  - 2. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  - 3. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - 4. Provide summary documentation for stored materials indicating the following:
    - a. Materials previously stored and included in previous Applications for Payment.
    - b. Work completed for this Application utilizing previously stored materials.
    - c. Additional materials stored with this Application.
    - d. Total materials remaining stored, including materials with this Application.
- I. Transmittal: Submit Three (3) signed and notarized original copies of each Application for Payment to Designer by a method ensuring receipt within 48 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
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- K. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- L. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims." 4.
  - AIA Document G706A, "Contractor's Affidavit of Release of Liens." AIA Document G707, "Consent of Surety to Final Payment." 5.
  - 6.
  - Evidence that claims have been settled. 7.
  - Final meter readings for utilities, a measured record of stored fuel, and similar data as 8. of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - 9. Final liquidated damages settlement statement.

# PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION (Not Used)

# END OF SECTION 01 29 00

# SECTION 012900 – PAYMENT PROCEDURES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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## SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Key Personnel
  - 3. Administrative and Supervisory Personnel
  - 4. Requests for Information (RFIs).
  - 5. Pre-construction Conference
  - 6. Project meetings.
- B. Related Sections:
  - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

## 1.3 **DEFINITIONS**

A. RFI: Request from Owner, Designer, or Contractor seeking information from each other during construction.

## 1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, which 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.

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- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Project closeout activities.
  - 7. Startup and adjustment of systems.

## 1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel on site when construction activity is underway, as required for proper performance of the Work.

## 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Designer will return RFIs submitted to Designer by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. Project number.
  - 3. Date.
  - 4. Name of Contractor.
  - 5. Name of Designer.
  - 6. RFI number, numbered sequentially.
  - 7. RFI subject.
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Field dimensions and conditions, as appropriate.
  - 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12. Contractor's signature.

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- 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 or Software-generated form with substantially the same content as indicated above, acceptable to Designer.
  - 1. Identify each page of attachments with the RFI number and sequential page number.
  - 2. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Designer's Action: Designer will review each RFI, determine action required, and respond. Allow five (5) working days for Designer's response for each RFI. RFIs received by Designer 1:00 p.m. will be considered as received the following working day.
  - 1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Designer's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Designer's action may include a request for additional information, in which case Designer's time for response will date from time of receipt of additional information.
  - 3. Designer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Designer in writing within five (5) days of receipt of the RFI response.
- E. On receipt of Designer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Designer within two (2) days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Designer.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Designer's response was received.

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- 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
- 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## 1.7 **PROJECT MEETINGS**

- A. General: Schedule and conduct biweekly meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Designer of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Designer, within three (3) days of the meeting.
- B. Preconstruction Conference: Designer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Designer, but no later than fourteen (14) days after execution of the Agreement.
  - 1. Conduct the conference to review responsibilities and personnel assignments.
  - 2. Attendees: Authorized representatives of Owner, Designer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - I. Preparation of record documents.
    - m. Use of the premises
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for disruptions and shutdowns.
    - s. Construction waste management and recycling.
    - t. Parking availability.
    - u. Office, work, and storage areas.
    - v. Equipment deliveries and priorities.
    - w. First aid.

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- x. Security.
- y. Progress cleaning.
- 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings during installation process.
  - 1. Coordinate dates of meetings with preparation of payment requests. Attendees: In addition to representatives of Owner and Designer, 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.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours
      - 10) Hazards and risks
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Status of correction of deficient items.
      - 14) Field observations.
      - 15) Status of RFIs.
      - 16) Status of proposal requests.
      - 17) Pending changes.
      - 18) Status of Change Orders.
      - 19) Pending claims and disputes.
      - 20) Documentation of information for payment requests.

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- 3. 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 01 31 00

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## SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittals Schedule.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Field condition reports.
  - 7. Special reports.

#### 1.3 **DEFINITIONS**

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

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- 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

# 1.4 SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF file.
  - 3. Three paper copies, of sufficient size to display entire period or schedule, as required.
- B. Startup construction schedule.
  - 1. Submittal of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
  - 3. Total Float Report: List of activities sorted in ascending order of total float.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit three copies at monthly intervals.

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- H. Material Location Reports: Submit three copies at monthly intervals.
- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Unusual Event Reports: Submit at time of unusual event.
- K. Qualification Data: For scheduling consultant.

#### 1.5 QUALITY ASSURANCE

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

#### 1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

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

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-House Option: Owner may waive requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Designer.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

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- 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
- 4. Startup and Testing Time: Include no fewer than seven days for startup and testing.
- 5. Commissioning Time: Include no fewer than 15 days for commissioning.
- 6. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Designer's administrative procedures necessary for certification of Substantial Completion.
- 7. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work under More Than One Contract: Include a separate activity for each contract.
  - 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  - 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 6. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use-of-premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  - 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
  - 8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

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- a. Structural completion.
- b. Temporary enclosure and space conditioning.
- c. Permanent space enclosure.
- d. Completion of mechanical installation.
- e. Completion of electrical installation.
- f. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- F. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
  - 1. See Division 1 "Payment Procedures" for cost reporting and payment procedures.
  - 2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Designer's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
  - 3. Each activity cost shall reflect an accurate value subject to approval by Designer.
  - 4. Total cost assigned to activities shall equal the total Contract Sum.
- G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and the Contract Time.
- H. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- J. Distribution: Distribute copies of approved schedule to Designer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

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- 1. Post copies in Project meeting rooms and temporary field offices.
- 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

## 1.8 STARTUP CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within 15 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

# 1.9 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-charttype, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.
  - 1. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 1.10 CPM SCHEDULE REQUIREMENTS

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized timescaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
    - a. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
    - b. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
  - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.

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- 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
- 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing and inspection.
    - j. Commissioning.
    - k. Punch list and final completion.
    - I. Activities occurring following final completion.
  - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Main events of activity.
  - 4. Immediate preceding and succeeding activities.
  - 5. Early and late start dates.
  - 6. Early and late finish dates.
  - 7. Activity duration in workdays.
  - 8. Total float or slack time.

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- 9. Average size of workforce.
- 10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  - 1. Identification of activities that have changed.
  - 2. Changes in early and late start dates.
  - 3. Changes in early and late finish dates.
  - 4. Changes in activity durations in workdays.
  - 5. Changes in the critical path.
  - 6. Changes in total float or slack time.
  - 7. Changes in the Contract Time.
- H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
  - 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
  - 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
  - 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
  - 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
    - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
    - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

## 1.11 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 7. Testing and inspection.
  - 8. Accidents.
  - 9. Meetings and significant decisions.
  - 10. Unusual events.
  - 11. Stoppages, delays, shortages, and losses.
  - 12. Meter readings and similar recordings.
  - 13. Emergency procedures.
  - 14. Orders and requests of authorities having jurisdiction.
  - 15. Change Orders received and implemented.
  - 16. Work Change Directives received and implemented.
  - 17. Services connected and disconnected.
  - 18. Equipment or system tests and startups.

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- 19. Partial completions and occupancies.
- 20. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
  - 1. Material stored prior to previous report and remaining in storage.
  - 2. Material stored prior to previous report and since removed from storage and installed.
  - 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

## END OF SECTION 01 32 00

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## **SECTION 01 33 00 - SUBMITTAL PROCEDURES**

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
  - 4. Division 01 Section "Closeout Procedures" for submitting warranties.
  - 5. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 6. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

#### 1.3 DEFINITIONS

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

#### 1.4 SUBMITTAL FORMATS

- A. Identification: Provide electronic copy submittal with project name and number file naming system. Samples and finishes material for color, texture and pattern selection must be a physical sample and hardcopy submittal. Provide 3 copies each.
  - 1. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier, and alphanumeric suffix for resubmittals.
- B. Deviations and Additional Information: On each submittal, clearly indicated deviations from requirements in the Contract Documents, including minor variations and limitations, include relevant additional information and revisions, other than those requested by Designer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

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#### 1.5 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Designer for Contractor's use in preparing submittals.
- B. 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 Designer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Designer.
  - 2. Contractor may select Web Based Project Software. Program must be set up and maintained by the Contractor.
    - a. Web Based Project Software: Prepare submittals in PDF form, and upload to web based Project software website. Enter required data in web based software site to fully identify submittal.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Designer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Designer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  - 4. Sequential Review: Where sequential review of submittals by Designer's consultants, Owner, or other parties is indicated, allow **21** days for initial review of each submittal.
  - 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Designer and to Designer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Designer before being returned to Contractor.
- E. Additional Copies: Unless additional copies are required for final submittal, and unless Designer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

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- 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Designer.
- 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Designer will return submittals, without review received from sources other than Contractor.
  - 1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number, numbered consecutively.
    - k. Submittal and transmittal distribution record.
    - I. Remarks.
    - m. Signature of transmitter.
  - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Designer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked "approval notation from Designer's action stamp."
- H. 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.
- I. Use for Construction: Use only final submittals with mark indicating "approval notation from Designer's action stamp" taken by Designer.

# 1.6 CONTRACTOR'S USE OF DESIGNER'S CAD FILES

A. General: At Contractor's written request, copies of Designer's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the Designer rules and condition.

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# PART 2 - PRODUCTS

## 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Submit electronic submittals directly to extranet specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - I. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  - 4. Submit Product Data before or concurrent with Samples.
  - 5. Number of Copies: Submit electronic copies of Product Data, unless otherwise indicated. Designer will return markup electronic copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed dat.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Design calculations.

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- j. Compliance with specified standards.
- k. Notation of coordination requirements.
- I. Notation of dimensions established by field measurement.
- m. Relationship to adjoining construction clearly indicated.
- n. Seal and signature of professional engineer if specified.
- o. Wiring Diagrams: Differentiate between manufacturer-installed and fieldinstalled wiring.
- 2. Number of Copies: Submit electronic copies of each submittal. Designer.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
  - 3. Disposition: Maintain sets of approved Samples at Project site, available for qualitycontrol comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Designer, will return submittal with options selected.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product.
  - 2. Number and name of room or space.
  - 3. Location within room or space.
  - 4. Number of Copies: Submit electronic copies of product schedule or list, unless otherwise indicated. Designer will return marked up copies.
    - a. Mark up and retain one returned copy as a Project Record Document.

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- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. 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. Use CSI Form 1.5A. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
  - 4. Number of Copies: Submit electronic copies of subcontractor list, unless otherwise indicated. Designer will return mark-up copies.
    - a. Mark up and retain one returned copy as a Project Record Document.

# 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit electronic copies of each submittal, unless otherwise indicated. Designer will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Designers and owners, and other information specified.

Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure

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Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- L. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

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- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  - 1. Preparation of substrates.
  - 2. Required substrate tolerances.
  - 3. Sequence of installation or erection.
  - 4. Required installation tolerances.
  - 5. Required adjustments.
  - 6. Recommendations for cleaning and protection.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- U. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Designer, except as required in "Action Submittals" Article.
  - 1. Designer will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

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# 2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Designer.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit electronic copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## PART 3 - EXECUTION

## 3.1 CONTRACTOR'S REVIEW

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

#### 3.2 DESIGNER'S ACTION

- A. General: Designer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Designer will review each submittal, make marks to indicate corrections or modifications required, and return it. Designer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: Designer will review each submittal and will not return it, or will return it if it does not comply with requirements. Designer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

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E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

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## SECTION 01 40 00 - 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. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. 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.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Designer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in 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 (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

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- 1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.
- 2. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements, consisting of multiple products, assemblies, and subassemblies.
- 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes; doors; windows; millwork; casework; specialties; furnishings and equipment; and lighting.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Designer.

# 1.3 DELEGATED-DESIGN SERVICES

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

# 1.4 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Designer for direction before proceeding.

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B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Designer for a decision before proceeding.

# 1.5 SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. 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.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- E. Reports: Prepare and submit certified written reports and documents as specified.
- F. 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.

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

## 1.7 QUALITY ASSURANCE

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

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- 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. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- G. 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.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens and test assemblies, **and** mockups; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Designer, 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.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

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- 1. Build mockups of size indicated.
- 2. Build mockups in location indicated or, if not indicated, as directed by Designer.
- 3. Notify Designer seven days in advance of dates and times when mockups will be constructed.
- 4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
- 5. Demonstrate the proposed range of aesthetic effects and workmanship.
- 6. Obtain Designer's approval of mockups before starting corresponding work, fabrication, or construction.
  - a. Allow seven days for initial review and each re-review of each mockup.
- 7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
- 8. Demolish and remove mockups when directed unless otherwise indicated.

# 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. Payment for these services will be made from testing and inspection allowances, as authorized by Change Orders.
  - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. 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. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and

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reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- D. Testing Agency Responsibilities: Cooperate with Designer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Designer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

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## 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 Designer.
  - 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 Designer'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 01 40 00
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#### SECTION 014200 - REFERENCES

#### 1.1 **DEFINITIONS**

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

#### 1.2 INDUSTRY STANDARDS

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

- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.
  - ADAAG Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA)
  - CFR Code of Federal Regulations
  - CRD Handbook for Concrete and Cement
  - DOD Department of Defense Military Specifications and Standards
  - DSCC Defense Supply Center Columbus (See FS)
  - FED-STD Federal Standard (See FS)
  - FS Federal Specification
  - FTMS Federal Test Method Standard (See FS)
  - ICC-ES ICC Evaluation Service, Inc.
  - MIL (See MILSPEC)
  - MIL-STD (See MILSPEC)
  - MILSPEC Military Specification and Standards
  - NES National Evaluation Service (See ICC-ES)
  - UFAS Uniform Federal Accessibility Standards

#### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
  - AA Aluminum Association, Inc. (The)
  - AAADM American Association of Automatic Door Manufacturers
  - AABC Associated Air Balance Council
  - AAMA American Architectural Manufacturers Association
  - AASHTO American Association of State Highway and Transportation Officials

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AATCC	American Association of Textile Chemists and Colorists (The)
ABMA	American Bearing Manufacturers Association
ACI	ACI International (American Concrete Institute)
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts
APA	APA - The Engineered Wood Association
APA	Architectural Precast Association
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers

ASME	ASME International (The American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	AWCI International (Association of the Wall and Ceiling Industries International)
AWCMA	American Window Covering Manufacturers Association (Now WCSC)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
CCC	Carpet Cushion Council
CDA	Copper Development Association Inc.
CEA	Canadian Electricity Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CGSB	Canadian General Standards Board
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute

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CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
СТІ	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association
FCI	Fluid Controls Institute
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FM	Factory Mutual System (Now FMG)
FMG	FM Global (Formerly: FM - Factory Mutual System)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Now GSI)

GS GSI	Green Seal Geosynthetic Institute
н	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance (The)
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek
ITU	International Telecommunication Union
КСМА	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association
MFMA	Metal Framing Manufacturers Association
MH	Material Handling (Now MHIA)

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MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association (The)
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	National Oak Flooring Manufacturers Association

NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc.
NTRMA	National Tile Roofing Manufacturers Association (Now RTI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc.
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
RTI	(Formerly: NTRMA - National Tile Roofing Manufacturers Association) (Now TRI)
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI	Structural Engineering Institute
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute

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SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPI/SPFD	Society of the Plastics Industry, Inc. (The) Spray Polyurethane Foam Division (Now SPFA)
SPRI	SPRI (Single Ply Roofing Institute)
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute)
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.

Waste Equipment Technology Association
West Coast Lumber Inspection Bureau
Window Covering Manufacturers Association (Now WCSC)
Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
Woodwork Institute (Formerly WIC - Woodwork Institute of California)
Woodwork Institute of California (Now WI)
Wood Moulding & Millwork Producers Association
Western States Roofing Contractors Association
Western Wood Products Association

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
  - BOCA BOCA International, Inc. (Now ICC)
  - CABO Council of American Building Officials (Now ICC)
  - IAPMO International Association of Plumbing and Mechanical Officials
  - ICBO International Conference of Building Officials (Now ICC)
  - ICBO ES ICBO Evaluation Service, Inc. (Now ICC-ES)
  - ICC International Code Council (Formerly: CABO - Council of American Building Officials)
  - ICC-ES ICC Evaluation Service, Inc.
  - NES National Evaluation Service (Now ICC-ES)
  - SBCCI Southern Building Code Congress International, Inc. (Now ICC)
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

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- CE Army Corps of Engineers
- CPSC Consumer Product Safety Commission
- DOC Department of Commerce
- DOD Department of Defense
- DOE Department of Energy
- EPA Environmental Protection Agency
- FAA Federal Aviation Administration
- FCC Federal Communications Commission
- FDA Food and Drug Administration
- GSA General Services Administration
- HUD Department of Housing and Urban Development
- LBL Lawrence Berkeley National Laboratory
- NCHRP National Cooperative Highway Research Program (See TRB)
- NIST National Institute of Standards and Technology
- OSHA Occupational Safety & Health Administration
- PBS Public Building Service (See GSA)
- PHS Office of Public Health and Science
- RUS Rural Utilities Service (See USDA)
- SD State Department
- TRB Transportation Research Board
- USDA Department of Agriculture
- USPS Postal Service

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

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## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

#### 1.1 TEMPORARY ON-SITE FACILITIES TO BE PROVIDED BY THE CONTRACTOR:

- A. Temporary Offices: Provide sufficient space for Contractor's personnel.
  - 1. Provide temporary office facilities complete with lighting, heating and air conditioning and telephone service.
  - 2. Location of temporary office shall be subject to County's acceptance.
  - 3. Temporary on-site facilities required under this section relate only to the Contractor's needs.

#### 4. NO ON-SITE FACILITIES are required for the Architect or Engineer, or the City.

- 5. Contractor shall relocate offices and other storage buildings or facilities as necessary, at no additional costs to allow the work of the project and the other contractors to be performed.
- B. Temporary Storage Facilities: Install and maintain storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters of fully enclosed spaces. Locations and adequacy of storage facilities shall be subject to the County's approval.
- C. Electrical Service: Provide temporary electrical service, including extensions and connections necessary for construction work.
- D. Temporary Lighting: Provide the following minimum light levels for construction purposes. Comply with OSHA requirements for temporary lighting:
- E. Temporary Heat and Ventilation to be provided by the Contractor for the timely performance and protection of its work:
  - 1. Provide temporary heat in enclosed spaces to provide minimum temperatures of 40<sup>o</sup>F until time finishing work begins.
  - 2. After building is totally enclosed and installation of finishes begins, maintain spaces in a temperature range of 60<sup>o</sup>F to 80<sup>o</sup>F at all times, except as may otherwise be required by product manufacturers for proper product installation and performance. Contractor shall maintain until Date of Substantial Completion has been established by the County.
  - 3. Maintain relative humidity in a range of 50% to 65% in enclosed spaces after building is enclosed and installation of finishes begin; except as may otherwise be required by product manufacturers for proper product installation and performance.
  - 4. Provide ventilation to prevent accumulation of dust, fumes or gases and to properly cure materials and disperse humidity.
- F. Telephone Service: Provide temporary telephone service to temporary offices for duration of project. Contractor to pay costs for installation and services.

#### Page 2 of 4

- G. Water Service: Provide temporary water for construction purposes, including extensions and connections necessary for work, including but not limited to any irrigation requirements of the Work of the Project.
- H. Sanitary Toilet Facilities: Provide and maintain temporary toilet facilities for construction and site visitors and other personnel. Permanent new facilities may not be used by personnel.
- I. Relocate temporary facilities during construction as required by progress of the Work at no additional cost.
- J. Power for Contractor's temporary office and storage trailers shall be paid by the Contractor.
- K. At completion of Work, or at time of permanent utility connections, as applicable, remove temporary facilities, including connections and debris resulting from temporary installation.

#### 1.2 STAGING AREA:

- A. The Contractor shall establish staging areas WITHIN the designated Limits of Work area for this Contract; no staging or materials storage will be permitted outside the Limits of Work area.
- B. The Contractor is solely responsible for all security, protection, safeguards, etc. of materials and personnel within the established staging area (areas).

## 1.3 TEMPORARY CONTROLS:

- A. Noise Control: Contractor shall make every effort to affect a satisfactory noise abatement Construction. Use sound deadening materials where required to reduce disturbances to classroom in session.
- B. Dust Control: Where cutting or removing materials which will generate dust and dirt, the Contractor shall provide temporary dust curtains, solid barricades, or the like, to retain and control dust relative to the area in which work is occurring. Clean areas of dust as practicable so as not to allow its spread by pedestrian traffic.

#### 1.4 CONTRACTOR'S USE OF PREMISES:

A. The Contractor is reminded that the Project is limited by its nature to certain physical areas. The facilities may be occupied (except as provided for work areas) while the work progresses, therefore, restrict personnel to areas where such occupancy exists.

#### 1.5 PARTIALLY OCCUPIED NEW BUILDING AND SITE SECURITY:

- A. Contractor is responsible for operating in a manner that will maintain the security of the building and its contents, and the site areas where affected.
- B. Any temporary barriers between new work and existing to be secured with solid temporary walls.
- C. Required emergency exit ways shall be maintained at all times at buildings and the site in general.
- D. Contractor shall be responsible for the security of the entire site for the entire duration of the construction n period. Before leaving at the end of each work day or work shift, Contractor shall check all gates, doors, windows, etc. to be certain that they are closed, locked and

#### SECTION 015000 – TEMPORARY FACILITIES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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secure. Contractor shall leave premises in a condition to allow normal operation by the County for its intended uses.

## PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

**END OF SECTION** 

## SECTION 015000 – TEMPORARY FACILITIES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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#### SECTION 01 60 00 - PRODUCT REQUIREMENTS

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
  - 1. Division 01 Section "References" for applicable industry standards for products specified.
  - 2. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.

#### 1.3 **DEFINITIONS**

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, inservice performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

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## 1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
  - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  - 2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.
    - h. Identification of items that require early submittal approval for scheduled delivery date.
  - 3. Initial Submittal: Within **30** days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
    - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
  - 4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  - 5. Designer's Action: Designer will respond in writing to Contractor within 15 days of receipt of completed product list. Designer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Designer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. List of similar installations for completed projects with project names and addresses and names and addresses of Designers and owners.
- g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
- i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
- j. Cost information, including a proposal of change, if any, in the Contract Sum.
- k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- I. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- Designer's Action: If necessary, Designer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Designer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
  - a. Form of Acceptance: Change Order.
  - b. Use product specified if Designer cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Designer's Action: If necessary, Designer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Designer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    - b. Use product specified if Designer cannot make a decision on use of a comparable product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

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#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Designer will determine which products shall be used.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

#### 1.7 **PRODUCT WARRANTIES**

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations

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on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

- 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 **PRODUCT SELECTION PROCEDURES**

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Designer will make selection.
  - 5. Where products are accompanied by the term "match sample," sample to be matched is Designer's.
  - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
  - 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:

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- 1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
- 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
- 3. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
- 4. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
- 5. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
- 6. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
- 7. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
- 8. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Designer's sample. Designer's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
- 9. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Designer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Designer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 **PRODUCT SUBSTITUTIONS**

A. Requested substitution does not require extensive revisions to the Contract Documents.

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- B. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- C. Substitution request is fully documented and properly submitted.
- D. Requested substitution will not adversely affect Contractor's Construction Schedule.
- E. Requested substitution has received necessary approvals of authorities having jurisdiction.
- F. Requested substitution is compatible with other portions of the Work.
- G. Requested substitution has been coordinated with other portions of the Work.
- H. Requested substitution provides specified warranty.
- I. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

## 2.3 COMPARABLE PRODUCTS

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

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

#### END OF SECTION 01 60 00

## SECTION 016000 – PRODUCT REQUIREMENTS LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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#### SECTION 01 73 00 - EXECUTION

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

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

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

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- 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
- 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

#### 3.2 **PREPARATION**

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to managing Design Professional. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

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## 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify the managing Design Professional promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify the managing Design Professional when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by the project manager and all applicable Design Professionals associated.

#### 3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of the project manager or Engineer in charge. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to the project manager or Engineer in charge before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of 2 permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

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- 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
- 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

#### 3.5 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 the best possible results. 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.
- D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- E. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

#### 3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an evenplane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

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I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

## 3.7 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  - 2. Pre-installation Conferences: Include Owner's construction forces at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

#### 3.8 PROGRESS CLEANING

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

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- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

#### 3.9 STARTING AND ADJUSTING

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

#### 3.10 PROTECTION OF INSTALLED CONSTRUCTION

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

## 3.11 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Refer to Cutting and Patching section.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.

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- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

## END OF SECTION 01 73 00

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#### SECTION 01 73 29 - CUTTING AND PATCHING

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

#### 1.1 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

#### 1.2 **DEFINITIONS**

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

#### 1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements may include the following:
  - 1. Primary operational systems and equipment.
  - 2. Air or smoke barriers.
  - 3. Fire-suppression systems.
  - 4. Mechanical systems piping and ducts.
  - 5. Control systems.
  - 6. Communication systems.
  - 7. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements may include the following:
  - 1. Water, moisture, or vapor barriers.
  - 2. Membranes and flashings.
  - 3. Equipment supports.
  - 4. Piping, ductwork, vessels, and equipment.
  - 5. Noise- and vibration-control elements and systems.
  - 6. Insert miscellaneous element.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's

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aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

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

## PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

#### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

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- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an evenplane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

#### END OF SECTION 01 73 29

## SECTION 017329 – CUTTING AND PATCHING LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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### SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

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

#### 1.3 **DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- 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.

#### 1.4 **PERFORMANCE REQUIREMENTS**

- A. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:
  - 1. Demolition Waste
  - 2. Construction Waste

#### 1.5 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

### 1.6 QUALITY ASSURANCE

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- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
  - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 5. Review waste management requirements for each trade.

### 1.7 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition site-clearing 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. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
  - 3. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  - 4. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

# PART 2 - PRODUCTS (Not used)

### PART 3 - EXECUTION

### 3.1 PLAN IMPLEMENTATION

- A. General: Implement 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.
  - 1. Comply with Division 1 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.

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- B. 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, recycled, reused, donated, and sold.
  - 2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

# 3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Owner's Use:
  - 1. Store items in a secure area until delivery to Owner.
  - 2. Transport items to Owner's storage area on-site.
  - 3. Protect items from damage during transport and storage.

### 3.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, 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. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

# END OF SECTION 01 74 19

# SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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### SECTION 01 77 00 - CLOSEOUT PROCEDURES

#### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Final completion procedures.

### 1.3 ACTION SUBMITTALS

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

# 1.4 CLOSEOUT SUBMITTALS

A. Certificate of Insurance: For continuing coverage.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

#### 1.6 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 according to Division 1 Section "Payment Procedures."
  - 2. 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, Designer will either proceed with inspection or notify Contractor of unfulfilled requirements. Designer will prepare a final Certificate for Payment after inspection

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or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

# PART 2 - PRODUCTS

# 2.1 MATERIALS

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

# PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - Sweep concrete floors broom clean in unoccupied spaces.
      Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.

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- i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- j. Remove labels that are not permanent.
- k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- I. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Replace parts subject to unusual operating conditions.
- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean ducts, blowers, and coils if units were operated without filters during construction.
- q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- r. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

# END OF SECTION 01 77 00

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### SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

# PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
  - 4. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

### 1.3 DEFINITIONS

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

#### 1.4 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal:
  - 1. Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
  - 2. Submit one copy of all material on CD or DVD in .PDF format.
  - 3. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

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### 1.5 COORDINATION

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

# PART 2 - PRODUCTS

# 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

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

### 2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name, address, and telephone number of Contractor.
  - 6. Name and address of Architect.
  - 7. Cross-reference to related systems in other operation and maintenance manuals.

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

# 2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 1. Fire.
  - 2. Flood.
  - 3. Gas leak.

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- 4. Water leak.
- 5. Power failure.
- 6. Water outage.
- 7. System, subsystem, or equipment failure.
- 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
  - 1. Instructions on stopping.
  - 2. Shutdown instructions for each type of emergency.
  - 3. Operating instructions for conditions outside normal operating limits.
  - 4. Required sequences for electric or electronic systems.
  - 5. Special operating instructions and procedures.

#### 2.4 **OPERATION MANUALS**

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - 1. System, subsystem, and equipment descriptions.
  - 2. Performance and design criteria if Contractor are delegated design responsibility.
  - 3. Operating standards.
  - 4. Operating procedures.
  - 5. Operating logs.
  - 6. Wiring diagrams.
    7. Control diagrams.

  - 8. Piped system diagrams.
  - 9. Precautions against improper use.
  - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Equipment identification with serial number of each component.
  - 4. Equipment function.
  - 5. Operating characteristics.
  - 6. Limiting conditions.
  - 7. Performance curves.
  - 8. Engineering data and tests.
  - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
  - 1. Startup procedures.
  - 2. Equipment or system break-in procedures.
  - 3. Routine and normal operating instructions.
  - 4. Regulation and control procedures.
  - 5. Instructions on stopping.
  - 6. Normal shutdown instructions.

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- 7. Seasonal and weekend operating instructions.
- 8. Required sequences for electric or electronic systems.
- 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

### 2.5 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

#### 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each

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product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard printed maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

### PART 3 - EXECUTION

# 3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

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- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

# END OF SECTION 01 78 23

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### SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

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

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Sections include the following:
  - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.

#### 1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints and one of file prints.
      - 2) Designer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit one paper copy set of marked-up record prints
      - 2) Submit record digital data file and three sets of record digital data file plots
        - a) Electronic Media may be a USB drive or CD-R.
      - 3) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one annotated PDF electronic file of Project's Specifications, including addenda and contract modifications.

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- C. Record Product Data: Submit one annotated PDF electronic file of each Product Data submittal.
  - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

### PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
  - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Designer's written orders.
    - I. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.

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- 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Designer. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.
  - 1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
  - 2. Refer instances of uncertainty to Designer for resolution.
  - 3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use in recording information.
  - 4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Designer will make the Contract Drawings available to Contractor's print shop.
- C. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Designer. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
  - 1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
  - 2. Format: DWG, operating in Microsoft Windows operating system.
  - 3. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
  - 4. Refer instances of uncertainty to Designer for resolution.
  - 5. Designer will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
    - a. Designer makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
    - b. CAD Software Program: The Contract Drawings are available in CAD program and operating system.
- D. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Designer determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
  - 1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  - 2. Consult Designer for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- E. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap

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of each container with identification. If container does not include a complete set, identify Drawings included.

- 3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
- 4. Identification: As follows:
  - a. Project name.
  - b. Date.
  - c. Designation "PROJECT RECORD DRAWINGS."
  - d. Name of Designer.
  - e. Name of Contractor.

# 2.2 RECORD SPECIFICATIONS

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

# 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

# 2.4 MISCELLANEOUS RECORD SUBMITTALS

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

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### PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Designer's reference during normal working hours.

# END OF SECTION 01 78 39

# SECTION 017839 – PROJECT RECORD DOCUMENTS LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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### **SECTION 01 79 00 - DEMONSTRATION AND TRAINING**

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training videotapes.
- B. Related Sections may include the following:
  - 1. Division 01 Section "Project Management Coordination" for requirements for preinstruction conferences.
  - 2. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

### 1.3 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. At completion of training, submit one complete training manual(s) for Owner's use.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.
- C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.
- D. Demonstration and Training Videotapes: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of photographer.
    - c. Name of Architect
    - d. Name of Contractor.
    - e. Date videotape was recorded.
    - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

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2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding videotape. Include name of Project and date of videotape on each page.

# 1.4 QUALITY ASSURANCE

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

### 1.5 COORDINATION

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

# PART 2 - PRODUCTS

### 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
  - 1. Overhead coiling doors.
  - 2. HVAC systems, including air-handling equipment and air distribution systems.
  - 3. HVAC instrumentation and controls.

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- 4. Electrical service and distribution, including transformers, switchboards, panelboards and motor controls.
- 5. Lighting equipment and irrigation controls.
- 6. Communication systems, including voice and data equipment.
- 7. All pool equipment and features including pumps, filtration, chlorination, routing, system monitoring, etc.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following for the pool equipment and systems:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project Record Documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.
  - 4. Operations: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Control sequences.
    - f. Safety procedures.
    - g. Instructions on stopping.
    - h. Normal shutdown instructions.
    - i. Operating procedures for emergencies.

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- j. Operating procedures for system, subsystem, or equipment failure.
- k. Seasonal and weekend operating instructions.
- I. Required sequences for electric or electronic systems.
- m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

# PART 3 - EXECUTION

# 3.1 **PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

### 3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

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- 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
- 2. Owner will furnish an instructor to describe Owner's operational philosophy.
- 3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner with at least seven days' advance notice.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

# 3.3 DEMONSTRATION AND TRAINING VIDEOTAPES

- A. General: Engage a qualified commercial photographer to record demonstration and training videotapes. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video Format: Provide high-quality digital color video on DVD.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Narration: Describe scenes on videotape by audio narration by microphone while videotape is recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- E. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

# END OF SECTION 01 79 00

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### SECTION 024116 - DEMOLITION

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of buildings and site improvements.
  - 2. Removing below-grade construction.
  - 3. Disconnecting, capping or sealing, and removing site utilities.
  - 4. Salvaging items for reuse by Owner.

#### 1.2 **DEFINITIONS**

- A. Demolish: Completely remove and legally dispose of off-site.
- B. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.
- C. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner. Include fasteners or brackets needed for reattachment elsewhere.

#### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.4 SUBMITTALS

A. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

#### 1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

#### 1.6 **PROJECT CONDITIONS**

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Owner assumes no responsibility for buildings and structures to be demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

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- C. Hazardous Materials: Hazardous materials are present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
  - 3. Owner will provide material safety data sheets for materials that are known to be present in buildings and structures to be demolished because of building operations or processes performed there.
- D. On-site storage or sale of removed items or materials is not permitted.

# 1.7 COORDINATION

A. Arrange demolition schedule so as not to interfere with Owner's on-site operations.

# PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

### 2.2 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Division 3 "Earthwork."

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for detensioning.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

### 3.2 **PREPARATION**

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- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.
- B. Salvaged Items: Comply with the following:
  - 1. Clean salvaged items of dirt and demolition debris.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.

### 3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
  - 1. Arrange to shut off utilities with utility companies.
  - 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
  - 3. Cut off pipe or conduit a minimum of below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
  - 4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

### 3.4 **PROTECTION**

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of demolition.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
  - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
    - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 1 "Temporary Facilities and Controls."
  - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.

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- 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
- 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
- 6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
- 7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

### 3.5 DEMOLITION, GENERAL

- A. General: Demolish indicated existing buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  - 2. Maintain fire watch during flame cutting operations.
  - 3. Maintain adequate ventilation when using cutting torches.
  - 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- D. Explosives: Use of explosives is not permitted.

### 3.6 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

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- 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Salvage: Items to be salvaged are indicated on Drawings.
- D. Below-Grade Construction: Abandon foundation walls and other below-grade construction. Cut below-grade construction flush with grade.
- E. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
  - 1. Remove below-grade construction, including basements, foundation walls, and footings.
- F. Existing Utilities: Abandon existing utilities and below-grade utility structures. Cut utilities flush with grade.
- G. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

# 3.7 SITE RESTORATION

- A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Division 31 Section "Earthwork."
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

### 3.8 REPAIRS

A. Promptly repair damage to adjacent buildings caused by demolition operations.

### 3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and legally dispose of them in an EPAapproved landfill acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

### 3.10 CLEANING

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

# END OF SECTION

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# **SECTION 02 41 19 - SELECTIVE STRUCTURE DEMOLITION**

#### PART 1 - GENERAL

### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of buildings and site improvements.
  - 2. Removing below-grade construction.
  - 3. Disconnecting, capping or sealing, and removing site utilities.
  - 4. Salvaging items for reuse by Owner.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary" for use of the premises and phasing requirements.
  - 2. Division 1 Section "Temporary Facilities and Controls" for temporary construction, protection facilities, and environmental-protection measures for building demolition operations.
  - 3. Division 1 Section "Construction Waste Management and Disposal" for recycling and disposal of nonhazardous demolition wastes and for removal and storage of refrigerant.
  - 4. Division 31 Section "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

### 1.2 **DEFINITIONS**

- A. Demolish: Completely remove and legally dispose of off-site.
- B. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- C. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.
- D. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner. Include fasteners or brackets needed for reattachment elsewhere.
- E. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

### 1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

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- B. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- F. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

# 1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

# 1.6 **PROJECT CONDITIONS**

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Owner assumes no responsibility for buildings and structures to be demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: Hazardous materials are present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
  - 3. Owner will provide material safety data sheets for materials that are known to be present in buildings and structures to be demolished because of building operations or processes performed there.
- D. On-site storage or sale of removed items or materials is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
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1. Maintain fire-protection facilities in service during selective demolition operations.

## 1.7 COORDINATION

A. Arrange demolition schedule so as not to interfere with Owner's on-site operations.

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

#### 2.1 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Division 31 Section "Earthwork."

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

#### 3.1 **EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
  - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for detensioning.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

#### 3.2 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

#### 3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.

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3. Cut off pipe or conduit a minimum of 610 mm below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

## 3.4 PROTECTION

- A. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of demolition.
- B. Salvaged Items: Comply with the following:
  - 1. Clean salvaged items of dirt and demolition debris.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- C. Remove temporary barricades and protections where hazards no longer exist.

## 3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 5. Maintain fire watch during flame-cutting operations.
  - 6. Maintain adequate ventilation when using cutting torches.
  - 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  - 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 10. Dispose of demolished items and materials promptly. Comply with requirements in Division 1 "Construction Waste Management and Disposal."

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- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

## END OF SECTION 02 41 19

## SECTION 024119 – SELECTIVE STRUCTURE DEMOLITION LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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## SECTION 03 30 01 – CAST IN PLACE CONCRETE (SITE WORK)

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
  - 1. Footings.
  - 2. Slabs-on-grade.

#### 1.2 **DEFINITIONS**

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

#### 1.3 SUBMITTALS

- A. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- B. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- C. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
  - 1. Location of construction joints is subject to approval of the Architect.

## 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACIcertified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94 requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.

- 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
- Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician -Grade II.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.

## 1.5 **PRECONSTRUCTION TESTING**

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.
- B. Water-stops: Store water-stops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

## 1.7 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 and as follows:
  - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. 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 the following unless modified by requirements in the Contract Documents: ACI 301, ACI 117.

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## 2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
  - 1. Plywood, metal, or other approved panel materials.
  - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
    - a. High-density overlay, Class 1 or better.
    - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
    - c. Structural 1, B-B or better; mill oiled and edge sealed.
    - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 inch by 3/4 inch, 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 will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- F. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  - 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
  - 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
  - 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

## 2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 420, deformed.
- B. Plain-Steel Wire: ASTM A 82,.
- C. Deformed-Steel Wire: ASTM A 496.
- D. Epoxy-Coated Wire: ASTM A 884/A 884M, Class A, Type 1 coated, as-drawn, plain-steel wire, with less than 2 percent damaged coating in each 12-inch wire length.

#### 2.4 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut bars true to length with ends square and free of burrs.

- B. Epoxy-Coated Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, ASTM A 775/A 775M epoxy coated.
- C. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
  - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

#### 2.5 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I.
    - a. Fly Ash: ASTM C 618, Class C or F.
    - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, uniformly graded.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- F. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.
- G. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-setaccelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

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## 2.6 FIBER

- A. Synthetic Micro-Fiber: Monofilament polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1 to 2-1/4 inches long.
- B. Synthetic Micro-Fiber: Fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1 to 2-1/4 long.
- C. Synthetic Macro-Fiber: Polyolefin macro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1 to 2-1/4 long.

## 2.7 VAPOR RETARDERS

- A. Plastic Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- B. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

## 2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

#### 2.9 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 per ASTM D 2240.

#### 2.10 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash: 25 percent.

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- 2. Ground Granulated Blast-Furnace Slag: 50 percent.
- 3. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing or retarding admixture in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
  - 4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

## 2.11 FABRICATING REINFORCEMENT

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

#### 2.12 CONCRETE MIXING

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

## **PART 3 - EXECUTION**

## 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Construct forms tight enough to prevent loss of concrete mortar.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
  - 1. Install keyways, reglets, recesses, and the like, for easy removal.
  - 2. Do not use rust-stained steel form-facing material.

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- E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- F. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- G. Chamfer exterior corners and edges of permanently exposed concrete where shown.
- H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

## 3.2 EMBEDDED ITEMS

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

## 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.
  - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved its 28-day design compressive strength.
  - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

## 3.4 VAPOR RETARDERS

A. Plastic Vapor Retarders: Place, protect, and repair vapor retarders according to ASTM E 1643 and manufacturer's written instructions.

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- 1. Lap joints 6 inches and seal with manufacturer's recommended tape.
- B. Granular Course: Cover vapor retarder with granular fill, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch or minus 3/4 inch.

## 3.5 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.

## 3.6 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
  - 1. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
  - 2. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
  - 3. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  - 4. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

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- 2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Division 7 Section "Joint Sealant," are indicated.
- 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

## 3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
  - 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 will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
  - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
  - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- 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. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Maintain reinforcement in position on chairs during concrete placement.
  - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 4. Slope surfaces uniformly to drains where required.
  - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

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- 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
- 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- G. Hot-Weather Placement: Comply with ACI 301 and as follows:
  - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

## 3.8 FINISHING FORMED SURFACES

A. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

## 3.9 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
  - 1. Apply float finish to surfaces indicated.
- C. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
  - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiberbristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

## 3.10 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with inplace construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

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- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates from manufacturer furnishing machines and equipment.
- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel-finish concrete surfaces.

## 3.11 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
    - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

- a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
- 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

## 3.12 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
  - 1. Defer joint filling until concrete has aged at least one month(s). Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
- C. Install semi-rigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

## 3.13 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace, to the nearest scoring and/or joints, concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
  - Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete, but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  - Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
  - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
  - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  - 2. After concrete has cured at least 14 days, correct high areas by grinding.
  - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  - 4. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  - 5. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas to the nearest scoring and/or joints and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
  - 6. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

## 3.14 FIELD QUALITY CONTROL

- A. Testing and Inspecting: A qualified testing and inspecting agency will be engaged to perform field tests and inspections and prepare test reports. Testing agency will be engaged as outlined in the Special Provisions.
- B. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
  - 2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

- 3. Slump: ASTM C 143/C 143M; 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. Perform additional tests when concrete consistency appears to change.
- 4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
- 5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
- 6. Compression Test Specimens: ASTM C 31/C 31M.
  - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
  - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample, as directed by testing agency.
- 7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
  - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
  - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
- 8. When strength of field-cured cylinders is less than 85 percent of companion laboratorycured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- 9. 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.
- 10. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- 11. 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.
- 12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
- 13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 14. Correct deficiencies in the Work that test reports and inspections indicate dos not comply with the Contract Documents.

## END OF SECTION 03 30 01

## INDEX TO ELECTRICAL SPECIFICATIONS Heritage Park – ADA Improvements Athens, Tennessee

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## SECTION 260501 – ELECTRICAL GENERAL PROVISIONS

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work of all Division 26 sections.

#### 1.2 DESCRIPTION OF WORK

A. Extent of electrical and related work is indicated by drawings and/or specified in other Division 26 sections.

## 1.3 DRAWINGS

- A. Drawings indicate general layout and operational requirements of electrical equipment and systems. Do not scale drawings for equipment sizes or exact locations.
- B. Do not deviate from requirements of drawings and specifications without written approval from Architect.

## 1.4 QUALITY ASSURANCE

- A. Material, equipment, and installation shall meet requirements of the edition in effect at project location of the National Electrical Code (NFPA 70) and all applicable local codes.
- B. All electrical material and equipment shall bear the UL label except in cases where UL does not label such types of materials and equipment.
- C. In the event of conflict between the drawings and specifications and the requirements of the applicable codes, the most stringent requirements shall prevail.

## 1.5 SUBMITTALS

- A. Submit, to the Architect, manufacturer's data and shop drawings on equipment and materials as required by other sections of this specification. Clearly indicate proposed substitutions and deviations from contract drawings and specifications.
- B. Submit for Owner and Engineer review dimensioned drawings of electrical rooms showing all equipment locations in plan view and elevations of all walls
- C. Proposed substitutions and deviations from the drawings and specifications that are not clearly indicated are hereby rejected.

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- D. Approval of product data and shop drawings is not to be interpreted as permitting departure from contract documents.
- E. Contractor shall approve submittals of product data and shop drawings before submission to the Architect. Approval by the Contractor will indicate general suitability for the application intended and that physical dimensions have been compared with installation space available and no interference will occur.
- F. Deliver to the Owner three (3) copies of a manual compiled in accordance with other divisions of these specifications. Manual shall include record documents relating to the electrical equipment and systems including maintenance procedures and parts lists.
- G. Deliver to the Architect one set of record drawings neatly marked up to describe the electrical systems as installed. Record drawings shall show routing of all conduits and dimensioned locations of all underground and underfloor conduits.

## PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

A. Subject to compliance with the requirements, provide products of one of the manufacturers named unless the product of an approved equal is specifically indicated as being acceptable.

## 2.2 NAMEPLATES

A. Nameplates shall be made of laminated plastic with a white center core sandwiched between two black layers. Letters shall be engraved, white, 3/8" high. Nameplates shall include the equipment designation, source panel name, and voltage.

## 2.3 SUPPORTING MATERIALS

- A. Supporting material shall be complete with necessary accessories to make a complete installation.
- B. Supporting material shall be galvanized steel unless indicated otherwise.

## 2.4 TELEPHONE TERMINAL BOARD

A. Telephone terminal backboard shall be made of 3/4" marine grade plywood, painted with two coats of non- conductive, fire-retardant paint, flat gray, and be 4' by 8' unless indicated otherwise.

## PART 3 - EXECUTION

## 3.1 INSTALLATION

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- A. Examine areas and conditions under which electrical equipment is to be installed and notify Architect in writing of any conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected.
- B. Install electrical systems as indicated, complying with each respective manufacturer's written instructions, requirements of the applicable codes and standards, and in accordance with recognized industry practices.

## 3.2 COORDINATION

- A. Coordinate installation of new electrical service with local electric utility company. Provide concrete pad, trenching, conduit, connections, current transformer enclosures, meter bases and other facilities as required by local electric utility.
- B. Coordinate with local telephone company for new telephone service. Provide conduit, size as indicated, from telephone service point to telephone terminal board.
- C. Coordinate with local cable television company for new cable television service. Provide conduit, size as indicated, from cable television service point to telephone terminal board.
- D. Coordinate with other trades and approved submittals for requirements for electrical connections and control wiring as necessary for proper operation of all systems and equipment.
- E. Coordinate with other trades for information about electrical items such as starters and disconnect switches that may be furnished with equipment.
- F. Coordinate with other trades for locations of mechanical equipment, piping, ductwork, and architectural features to insure that required working clearances are maintained. Notify Architect of any interference that cannot be eliminated by minor adjustments.

## 3.3 CONNECTIONS

- A. Rough in for equipment connections according to approved submittals of related trades.
- B. Provide all equipment connections complete with motor controls, switches, wiring devices, control devices, protective devices, conduit, wiring, and other accessories as necessary for proper operation.
- C. When starters, control devices, or wiring are furnished as part of the controlled equipment, provide equipment connections, safety disconnect switches, conduit and other accessories as required.
- D. Equipment connections shall be as recommended by the manufacturer.

## 3.4 NAMEPLATES

A. Install nameplates on each panelboard, disconnect switch, control panel, and remote control device.

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## 3.5 OWNER FURNISHED EQUIPMENT

- A. Provide wiring and connections for Owner furnished equipment.
- B. Provide controls, receptacles, disconnect switches, conduit, wiring as required. Verify all requirements before rough in.

## 3.6 INSTRUCTION

A. Instruct Owner's representatives in proper operation and maintenance of all electrical systems and equipment.

## **END OF SECTION**

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## SECTION 26 05 19 - LOW VOLTAGE POWER CONDUCTORS AND CABLES

## PART 1 - GENERAL

## 1.1 DESCRIPTION OF WORK

A. Extent of electrical wire and cable work is indicated on drawings and/or specified in other Division 26 sections.

#### 1.2 DELIVERY, STORAGE, AND HANDLING

- A. Deliver wire and cable packaged in factory containers.
- B. Store wire and cable in clean dry space protected from damaging fumes, construction debris, and traffic.
- C. Handle wire and cable carefully to avoid damaging insulation or sheathing.

#### PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Power wire and cable:
  - 1. AFC
  - 2. Anaconda
  - 3. Kerite
  - 4. Rome
  - 5. Southwire
  - 6. Triangle PWC
  - 7. Alcan
  - 8. Or approved equivalent
- B. Cable for signal, data, and control:
  - 1. Belden
  - 2. West Penn
  - 3. Or approved equivalent

## 2.2 POWER WIRES AND CABLES

A. Provide copper wires with UL Type THHN, or THWN insulation, of sizes indicated. Sizes indicated are copper unless noted otherwise. Where sizes are not indicated, provide proper size wire to comply with the National Electrical Code.

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- B. Provide type MC cable with separate green insulated equipment grounding conductor.
- C. Aluminum conductors with UL type XHHW-2 insulation may be used for feeders and service conductors, if allowed by local codes.

## 2.3 SIGNAL, DATA, TELEVISION, AND CONTROL CABLES

- A. Provide factory fabricated copper cables of sizes and sheathing as indicated. Where not indicated, provide proper cables to comply with requirements.
- B. All cables and cable supports installed open in air plenums shall be rated for plenum use.
- C. Phone and data cabling shall be type Category 6 cabling and type RG-6 terminations.
- D. Television cabling shall be type RG-6 cabling with type F connectors at terminations.

## **PART 3 - EXECUTION**

## 3.1 INSTALLATION

- A. Install all power wiring in conduit. Pull conductors simultaneously where more than one is being installed in the same raceway.
- B. Branch circuits may be grouped for homeruns with three different phases, a shared neutral and a shared ground conductor in the same raceway. Increase size of neutral conductor where necessary due to harmonic currents.
- C. Do not install more than three current carrying conductors in any raceway.
- D. Type MC cable may be used for branch circuits rated at 20 amps where run concealed above ceilings and within walls.
- E. Low voltage signal wiring may be run open in accessible ceiling space. Provide conduit where signal wiring is run in or through walls and floors or through spaces with an open ceiling.

## 3.2 PULLING

A. Use pulling compound or lubricant where necessary. Compound must not cause deterioration of insulation.

## 3.3 SPLICES

A. Install splices and taps which possess equivalent or better ampacity, mechanical strength, and insulation ratings than conductors being spliced. Use splices and tap connectors which are compatible with conductor material.

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## 3.4 TIGHTENING

A. Tighten electrical connections in accordance with manufacturer's published torque tightening values or to comply with tightening torque specified in UL STD 486A and B.

## 3.5 TESTING

A. After wire and cable connections, energize circuitry and demonstrate proper functioning. **END OF SECTION** 

# SECTION 260519 – LOW VOLTAGE POWER CONDUCTOR AND CABLES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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#### SECTION 260526 – GROUNDING AND BONDING

#### PART 1 - GENERAL

## 1.1 DESCRIPTION OF WORK

- A. Applications of grounding and bonding work in this section include the following:
  - 1. Service entrance ground.
  - 2. Separately derived systems.
  - 3. Enclosures.
- B. Requirements of this section apply to electrical grounding and bonding work specified elsewhere in these specifications.

## **PART 2 - PRODUCTS**

## 2.1 GENERAL

- A. Provide electrical grounding systems as indicated including all accessories needed for a complete installation. Where materials or components are not indicated, provide products complying with NEC and established industry standards.
- B. CONDUCTORS
- C. Provide copper grounding conductors sized according to NEC.
- D. GROUND RODS
- E. Provide copper clad steel ground rods, 10'-0" long and 3/4" in diameter.

## **PART 3 - EXECUTION**

#### 3.1 GROUND

- A. Install a ground system by bonding together the following (were available) at all structures:
  - 1. Metal building frame.
  - 2. Metal underground water pipe.
  - 3. Grounding rods.
  - 4. Concrete encased electrode.
- B. Connect ground bus of electrical equipment to service ground system with a grounding electrode conductor sized in accordance with NEC Table 250-66.

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#### 3.2 NEUTRAL/GROUND BOND

- A. The neutral and ground buses shall only be bonded together as allowed by the NEC.
- B. Connect the ground bus of service entrance equipment to the grounded conductor bus with a main bonding jumper sized in accordance with NEC Table 250-66.
- C. Connect the ground bus of separately derived systems to the grounded conductor bus with a main bonding jumper sized in accordance with NEC Table 250-66.
- D. Do not bond the neutral and ground buses together at structures served from another structure

#### 3.3 GROUNDING RODS

- A. Install, and bond together, three ground rods arranged in a triangle 20 feet apart. Drive ground rods outdoors in an uncovered, unpaved area as near as possible to electrical service entrance.
- B. If soil conditions prevent installation of ground rods, install ground plates of equal surface area as deep as possible.

#### 3.4 ENCLOSURE GROUNDING

- A. Install a green grounding conductor, sized as indicated or as required by the NEC, in each panel feeder conduit and each branch circuit conduit.
- B. Bond green grounding conductor to each electrical device, box, and equipment enclosure.

#### 3.5 JUMPERS

A. Install braided bonding jumpers with ground clamps on water piping to electrically bypass water meters.

#### 3.6 TELEPHONE SYSTEM GROUNDING

A. Provide a #6 copper grounding conductor in 1/2" PVC conduit from the service ground to a junction box at the telephone terminal board.

#### 3.7 CONCRETE ENCASED ELECTRODE

A. Install a minimum 20-foot length of #2 bare copper wire near bottom of foundation or footing. Wire shall be encased in minimum of 2" of concrete.

## 3.8 TESTING

## Page 3 of 4

A. Measure the ground resistance of the service entrance ground with the neutral ground bonding jumper removed. If resistance to ground is over 25 ohms, take appropriate action to reduce resistance to 25 ohms or less by driving additional ground rods and/or by chemically treating soil encircling ground rod. Replace neutral ground bonding jumper prior to energizing the system.

## END OF SECTION 260526

## SECTION 26056 – GROUNDING AND BONDING LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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#### SECTION 260533 – RACEWAYS AND BOXES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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## SECTION 260533 - RACEWAYS AND BOXES

#### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

A. Extent of raceway and box work is indicated by drawings and specified in other Division 26 sections.

#### 1.2 SUBMITTALS

- A. Submit manufacturer's data for the following:
  - 1. Surface metal raceways
  - 2. Exterior boxes
  - 3. Floor-mounted boxes

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

## 2.1 GENERAL

- A. Provide raceways of types and sizes as indicated, including bushings, couplings, offsets, elbows, expansion joints, adapters, and other components as needed for complete system.
- B. Where types and sizes are not indicated, provide raceways as required to fulfill requirements and comply with the National Electrical Code.

#### 2.2 DEVICE AND OUTLET BOXES

- A. Provide galvanized steel device and outlet boxes of sizes as required.
- B. Provide boxes for electrical devices as well as telephone and other systems as required.
- C. Provide device and outlet box accessories as required that are compatible with boxes being used.
- D. Provide diecast aluminum device and outlet boxes for all exterior locations of sizes as required.

## 2.3 JUNCTION AND PULL BOXES

A. Above-ground - Provide galvanized, welded seam, sheet steel junction and pull boxes of sizes as required. Boxes shall have screw-on covers and stainless steel screws.

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B. In-ground – Provide formed fiberglass or resin type junction and pull boxes of sizes required. Boxes shall have screw-on covers imprinted with the word "ELECTRIC", "TELEPHONE", etc. and stainless steel bolts.

## 2.4 BUSHINGS, KNOCKOUT CLOSURES AND LOCKNUTS

A. Provide corrosion-resistant knockout closures, conduit locknuts, and conduit bushings of types and sizes as required.

#### 2.5 FLOOR BOXES

A. Provide watertight, adjustable floor boxes with threaded conduit entrances, brass floor plates, flush screw-on covers and stainless steel cover screws.

#### PART 3 - EXECUTION

#### 3.1 COORDINATION

A. Coordinate installation of raceway and electrical boxes and fittings with architectural finishes, casework, mechanical equipment, structural features, and wall-mounted equipment and devices.

## 3.2 INSTALLATION OF RACEWAYS

- A. All raceways shall be installed in accordance with manufacturers' instructions.
- B. Install electrical metallic tubing (EMT) within buildings but not in floor slabs or under slab on grade.
- C. Install non-metallic (PVC) conduit, schedule 40, within floor slabs, under slabs on grade, and underground outside buildings. Do not install PVC conduit inside buildings. Provide RSC elbow and vertical section on PVC conduit entering floor or ground.
- D. Install flexible conduit for motor connections and for other electrical equipment connections where subject to movement and vibration. Install liquid-tight flexible conduit where also subject to moisture.
- E. Install exposed runs of conduit, and conduit located above lay-in ceilings, parallel or perpendicular to walls. Install horizontal raceway runs above, and 6" away from, water and steam piping.
- F. Provide UL listed fire wall/floor penetration techniques where conduit penetrates fire rated walls or floors. See architectural drawings for identification of fire rated walls.
- G. Coat all underfloor and underground metal raceways with protective coating prior to placing concrete or backfill.

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- H. Underground PVC conduits not encased in concrete shall be protected with 3" of sand on all sides.
- I. Install yellow plastic warning strip above buried raceways and 6" below finished grade.

## 3.3 SPARE CONDUITS

- A. Provide four 3/4" empty conduits with pull wires from each recessed panelboard to above nearest accessible ceiling. Provide other empty conduits, with pull wires, where indicated.
- B. All spare conduits shall be capped with watertight fitting.

#### 3.4 FITTINGS

A. Use sealing fittings where conduits pass from cold areas into areas of normal atmosphere or from hazardous areas into areas of normal atmosphere.

## 3.5 SEALING

A. Install watertight sealing fittings in underground conduits at termination points in electrical enclosures.

#### 3.6 PULL WIRES

A. Provide pull wires in, and insulating bushings on, all conduits in which wiring is to be installed by others.

## 3.7 INSTALLATION OF BOXES

- A. Install electrical boxes as required to ensure accessibility to electrical wiring. Fasten boxes to structural members or embed in concrete.
- B. Provide a minimum of 24" horizontal separation between boxes installed on opposite sides of fire-rated or acoustic-rated walls.
- C. Position recessed outlet boxes level and plumb. No part of box or shall extend beyond finished surface.
- D. Ground each conductive electrical box upon completion of installation.
- E. Install in-ground electric boxes on a bed of gravel 6" longer and wider than the box, and at least 24" deep for drainage.

#### 3.8 WEATHERTIGHT BOXES

## Page 4 of 4

A. Provide weathertight boxes for locations exposed to weather or moisture. Provide watertight boxes for underwater and underground installation.

## 3.9 CLOSURES

- A. Provide knockout closures to cap unused knockout holes where blanks have been removed.
- B. Provide covers on all pull boxes and junction boxes.
- C. Provide blank covers on all device and outlet boxes left for future use.

## 3.10 CLEANING

A. After completion of installation, inspect interiors of raceways and boxes and remove all dirt and trash.

## END OF SECTION 260533
#### SECTION 262726 – WIRING DEVICES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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## SECTION 262726 – WIRING DEVICES

## PART 1 - GENERAL

### 1.1 DESCRIPTION OF WORK

A. The extent of wiring device work is indicated on drawings.

#### 1.2 SUBMITTALS

A. Submit manufacturer's data on wiring devices and covers.

## PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Receptacles, Switches, and Wallplates: General Electric
  - Hubbell Leviton Pass and Seymour Or approved equivalent

## 2.2 GENERAL

- A. Provide factory fabricated wiring devices of types and electrical ratings indicated.
- B. Provide ivory color devices unless indicated otherwise. Verify color with Architect.
- C. All wall plates shall be stainless steel.

## 2.3 DUPLEX RECEPTACLES

- A. Provide specification grade duplex receptacles, 2-pole, 3-wire grounding, with green hexagonal equipment ground screw, ground terminals and poles internally connected to mounting yoke.
- B. Duplex receptacles shall be rated 15 amperes, 125 volts, NEMA 5-15R, unless indicated otherwise.
- C. All receptacles in wet locations, outdoors, and on roofs shall be weather resistant ground fault interrupter type.

#### Page 2 of 4

# 2.4 MISCELLANEOUS RECEPTACLES

A. All other receptacles shall be of the same quality as general duty duplex type. Ratings shall be as indicated.

#### 2.5 GROUND FAULT INTERRUPTER RECEPTACLES

A. Provide termination type ground fault circuit- interrupter duplex receptacles, grounding type rated 20 amperes, 120 volts, 60 Hz, with solid-state ground-fault sensing, 5 milliamperes trip level, NEMA 5-15R.

#### 2.6 SWITCHES

A. Provide specification grade switches, 20 ampere, 120- 277 volts AC, with mounting yoke insulated from mechanism. Switches shall be single pole, two-pole, three-way, or four-way as described on drawings.

#### 2.7 WALLPLATES

#### 2.8 INTERIOR

1. Provide stainless steel covers with stainless steel screws.

## 2.9 EXTERIOR

1. Provide die cast steel, weatherproof while in use, with die cast covers and hasp to allow locking by pad lock. Color shall be Gray.

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

#### 3.1 INSTALLATION

A. Install wiring devices in clean electrical boxes after wiring work is complete. Install wallplates after painting work is complete.

## 3.2 RATINGS

- A. Install receptacles with current rating equal or greater than current rating of circuit overcurrent protective device on single-receptacle circuits.
- B. Install a 120-volt, 15-amp, GFI duplex receptacle in a weatherproof enclosure within 25 feet of exterior air conditioning equipment.

#### 3.3 GROUNDING

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A. Provide equipment-grounding connections for wiring devices.

# 3.4 TESTING

A. Test each wiring device for proper operation and proper polarity. Make corrections as necessary.

**END OF SECTION 262726** 

# SECTION 262726 – WIRING DEVICES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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## SECTION 265113 – LIGHTING

# PART 1 - GENERAL

## 1.1 DESCRIPTION OF WORK

A. Extent of lighting fixture work is indicated on drawings.

#### 1.2 QUALITY ASSURANCE

- A. Comply with applicable requirements of NEMA Standards LE 1 and LE 2 pertaining to lighting equipment.
- B. Provide fluorescent lamp ballasts which comply with Certified Ballast Manufacturers Association standards and carry the CBM label.

# 1.3 SUBMITTALS

- A. Submit manufacturer's data on lighting fixtures. Submit complete photometric characteristics on proposed substitutions.
- B. Submit list of lamps proposed including manufacturer's name and catalog number.
- C. Submit lighting relay and control panels.

# PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

A. Lighting fixtures:

As indicated on LIGHTING FIXTURE SCHEDULE or an approved equal.

- B. Lamps:
  - General Electric Philips Sylvania Or approved equivalent
- C. Emergency battery systems:
  - Bodine lota Or approved equivalent

### Page 2 of 4

## 2.2 GENERAL

- A. Provide lighting fixtures of sizes, types, ratings, and with accessories and features indicated. Substitutions must be of equal quality and photometric performance and similar in appearance to specified fixtures.
- B. Fixtures shall be complete with lamps, drivers, and all parts, and accessories required for installation and proper operation.
- C. Fixtures mounted outdoors, exposed to weather, shall be UL listed for wet location.

## 2.3 LAMPS

- A. Light Emitting Diode (LED) Lamps:
  - 1. Lumen output associated with LED light fixtures shall as measured by IESNA Standard LM-79-08 in an accredited lab. Exact tested lumen output shall be clearly noted on submittals.
  - 2. Individual LEDs shall be connected such that catastrophic loss or the failure of one LED will not result in the loss of the entire luminaire.
  - 3. Luminaires shall maintain 70% lumen output (L70) for a minimum of 50000 hours.
  - 4. Luminaires shall not depreciate more than 20% after 10000 hours of use.

## 2.4 DRIVERS

A. LED drivers shall be compatible with the associated lighting fixture and provide by the fixture as an integral part of the fixture and shall be suitable for the environment installed.

# 2.5 POLES AND POLE BASES

- A. Provide poles as indicated on drawings. Unless indicated otherwise, poles shall be square steel painted to match lighting fixture. Size poles as required to support fixtures installed in wind speeds of 100 miles per hour.
- B. Provide pole bases as required for local soil conditions. Pole base details on drawings are minimum requirements only. Contractor shall employ a civil/ structural engineer to verify that pole base installed is adequate for pole/fixture assembly at site location.

# PART 3 - EXECUTION

#### 3.1 INSTALLATION

#### Page 3 of 4

A. Install interior lighting fixtures at locations and heights as indicated in accordance with fixture manufacturers' instructions. Fasten fixtures securely to structural support and ensure that pendant mounted fixtures are plumb.

## 3.2 COORDINATION

A. Coordinate with structural members, piping and ductwork locations for interferences and notify Engineer of any interference that cannot be avoided by minor adjustments in location.

## 3.3 EMERGENCY LIGHTING

- A. Connect unit emergency equipment to line side of lighting switches such that emergency operation begins automatically upon loss of normal power but not when switch is turned off.
- B. Provide a handle lock on branch circuit breakers serving dedicated emergency lighting circuits and night lighting circuits.

## 3.4 MECHANICAL ROOMS

A. Install lighting fixtures in mechanical rooms to illuminate all electrical equipment and all gages and service locations on mechanical equipment.

## 3.5 CLEANING

A. Clean lighting fixtures upon completion of installation. Protect installed fixtures from dirt and damage.

## 3.6 TESTING

A. Demonstrate proper operation of lighting system. Correct or replace malfunctioning units and retest.

# 3.7 GROUNDING

A. Provide equipment-grounding connections for each lighting fixture.

## END OF SECTION 265113

# SECTION 265113 – LIGHTING LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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## SECTION 265613 – SPORTS LIGHTING POLES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work of all Division 26 sections.

### 1.2 DESCRIPTION OF WORK

- A. Extent of sports lighting pole work is indicated on drawings and in specifications.
- B. The work of this section includes the design, fabrication, and installation of steel or concrete sports lighting poles.

#### 1.3 QUALITY ASSURANCE

A. The manufacturer shall have a minimum of 3 years of experience in the design and production of sports lighting poles.

#### 1.4 DESIGN

- A. Poles shall be designed considering the application of both dead load and wind load.
- B. Poles shall be designed to withstand a constant wind speed of 105 M.P.H per 2012 IBC wind speed charts for a category I structure. Light fixture support assemblies shall be designed to withstand a constant wind speed of 125 M.P.H., plus adjustment factors as required by the IBC with without damage or misalignment of the luminaire assembly. Meet all jurisdiction amendments to IBC if applicable.

#### 1.5 SUBMITTALS

A. Provide drawings stamped by a licensed structural engineer and shall certify that pole base design is based on soil conditions at project site.

## **PART 2 - PRODUCTS**

#### 2.1 GENERAL

- A. Poles shall be constructed so that all wiring and grounding facilities are concealed within the pole. All hand holes, wire inlets/outlets, inserts for pole steps, and through-bolts holes shall be fabricated into the pole during manufacturing. No field drilling of the poles will be required.
- B. Provide pedestrian area lights on sports lighting poles where indicated on the plans. Coordinate location of pole, cable, and pegs, to allow maintenance of sports lights.

## 2.2 FEATURES

A. Step bolts, 5/8" in diameter, alternately spaced on 18" intervals, 90-120 degrees apart, beginning 10' above ground and continuing to within 18" of platform. Top two step locations and bottom step location are to be "doubled" (one step on each side of the pole).

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- B. Safety climbing cable, 3/8" in diameter, galvanized steel, shipped loose for field installation. Cable shall extend to top rail of fixture mounts. One nylon safety belt assembly with stainless steel, QUIK-STOP latch assembly shall be provided.
- C. No. 6 stranded copper ground wire shall terminate at top (platform level) and bottom (approximately 12" below grade). Provide ground lug for bonding to ground rod. Provision for grounding of safety climbing cable shall be provided by bonding ground wire to one or more of the inserts used to install safety cable eyebolts.
- D. Lightning rod terminal (1/2" x 24") shall be attached to pole within 6" of the tops by means of parapet base. Provide adequate bonding to fixture mounting steel to ensure that all components at top of pole are grounded.
- E. A brass nameplate shall be attached to the wall of the pole approximately 5' above ground line identifying the manufacturer, order or job identification number, overall length, and ultimate ground line moment capacity.
- F. Internal wiring support device shall be located directly above wiring inlet/outlet at fixture level.
- G. Each pole shall be capped at top and plugged at butt.

#### 2.3 OPENINGS

- A. A conduit entrance opening 18" below grade, size as required.
- B. A 4" x 8" minimum hand hole with flush metal cover centered 30" above grade.
- C. A 4" x 8" minimum hand hole with flush metal cover located at fixture level, for use during installation and maintenance of electrical wiring.
- D. A 2" coupling wiring inlet/outlet opposite hand hole at fixture level
- E. Provide proper pick-up points as required to facilitate pole erection.
- F. Provide additional openings and couplings as required for remote ballast enclosures, speakers, area lights, and/or disconnecting means.

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

#### 3.1 INSTALLATION:

- A. Transportation, site handling, and erection shall be performed with proper equipment and methods by qualified personnel. A qualified factory representative shall be at the job site during the installation to ensure that all components are installed using the proper hardware and are handled in a manner that will not result in damage to any component.
- B. Prior to unloading poles, shop drawings shall be reviewed to identity proper pick-up points for unloading, storage, and erection procedures.
- C. Safety cables, step bolts, and internal wiring may be installed while pole is in horizontal position on the ground. If light fixture support is to be attached prior to erection, the pole tip must be elevated and the pole supported uniformly over the entire length.

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- D. Steel poles shall be mounted onto a properly designed and installed concrete base.
- E. Concrete poles shall be directly embedded in a hole that is approximately 6" to 8" larger in diameter than the maximum butt diameter of the pole. The bottom of the hole is to be undisturbed earth. If the hole is excavated deeper than required, it shall be backfilled with a mixture of crushed rock and sand tamped in 6" layers until the desired depth is achieved.
- F. All backfill around concrete poles shall be approximately 1/2 masonry sand and 1/2 #57 gravel. Backfill shall be placed and mechanically tamped in 6" layers to approximate the density of the surrounding soil.

#### 3.2 GROUNDING

A. Ground each pole by bonding the steel to a ground rod at each pole. Ground rod shall be 5/8" by 8' minimum.

## 3.3 COORDINATION:

A. Coordinate all work with other site work including new and existing underground utilities.

END OF SECTION 265613

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## **SECTION 26 56 68 – SPORTS LIGHTING**

#### PART 1 - GENERAL

### 1.1 DESCRIPTION OF WORK

- A. The sports lighting work includes LED lighting fixtures, poles, pole bases, mounting hardware, remote driver enclosures (if used), and disconnect switches.
- B. All lighting designs must be done in accordance with Illuminating Society of North America design standards as published in IESNA RP-6, latest version.
- C. Apply a light loss factor of 0.95 for dirt depreciation to the initial lumen package when computing light level averages.

#### 1.2 WARRANTY

A. A warranty shall be provided for the entire equipment package against failure due to manufacturing defect for twenty five years including alignment of the lighting fixture on the fixture assembly.

## 1.3 SUBMITTALS

- A. Pre-approved manufacturers are listed below. All other manufacturers shall provide a complete submittal package ten days prior to the bid due date for approval.
- B. All approved manufacturers shall provide submittals as described in this section.
- C. Submit manufacturer's data on all lighting fixtures, poles and associated equipment.
- D. Submit calculated maintained horizontal lighting levels at intervals as required by performance requirements below. Submit the light loss factors and tilt factors used in the calculations.
- E. Submit drawings of luminaire/pole assembly and pole base design. Drawings shall certify that fixtures and supports will withstand 110 m.p.h. wind with 1.3 gust factor based on IBC, latest adopted in Georgia; and shall certify that pole base design is based on soil conditions at project site. Drawings shall be stamped by a licensed structural engineer.
- F. Submit electrical drawings showing all wiring beyond disconnect switch at pole, and indicating disconnecting means, fuses, driver, connects and sizes.

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

#### 2.1 MANUFACTURERS

- A. Provide sports lighting system made by one of the following:
  - 1. Sesco
  - 2. Or pre-approved equivalent.

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## 2.2 GENERAL

A. Sports Area - Each area shall be illuminated from poles using LED lighting fixtures at mounting heights indicated on drawings.

## 2.3 PERFORMANCE REQUIREMENTS – SPILL LIGHT

A. The individual sports lighting systems shall not exceed the light level allowed at property lines as defined by local code.

## 2.4 PERFORMANCE REQUIREMENTS - FIELD

- A. Calculations shall be based on fixtures mounting heights and locations indicated on the plans.
- B. Design lighting level is 30 foot-candles average across the field. The lighting level shall be maintained over the life for the system. Design shall include appropriate maintenance factors and light loss factors for fixture lumen depreciation.
- C. Uniformity of the brightest to darkest measurement of horizontal foot-candles shall be 2.5 to 1 for the field.
- D. All calculations shall be made at 3 feet above finished field elevation on an evenly spaced grid. The spacing of the calculation grid and the quantity of points shall be equal to the Illuminating Engineering Societies recommendations.

## 2.5 PERFORMANCE REQUIREMENTS – EVENT LAWN

- A. Calculations shall be based on fixtures mounting heights and locations indicated on the plans.
- B. Design lighting level is 5 foot-candles average across the lawn area. The lighting level shall be maintained over the life for the system. Design shall include appropriate maintenance factors and light loss factors for fixture lumen depreciation.
- C. Uniformity of the brightest to darkest measurement of horizontal foot-candles shall be 6 to 1 for the field.
- D. All calculations shall be made at 3 feet above finished field elevation on an evenly spaced grid. The spacing of the calculation grid and the quantity of points shall be equal to the Illuminating Engineering Societies recommendations.

#### 2.6 LUMINAIRE ASSEMBLY

- A. The structures for the luminaire assembly on each pole are to be completely assembled and aligned in the factory and aimed to form one single photometric unit.
- B. A positive latching device shall achieve realignment of the assembly after installation or relamping.
- C. The luminaire shall have a visor to reduce the amount of spill light above the luminaire.

## 2.7 ELECTRICAL REQUIREMENTS

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- A. Provide a main disconnecting means in or before each driver enclosure to disconnect power to the sports lights. Provide individual fusing for all drivers.
- B. Configure drivers for multiple power feeds to facilitate switching as indicated on drawings.
- C. Driver shall be UL listed and shall reliably start and operate the fixture in ambient temperatures down to –20 degrees C.
- D. Assembly and wiring of the fixtures to a plug-in connection is to be completed by the manufacturer. Provide a schematic of the wiring inside of the door of the driver enclosure.

## **PART 3 - EXECUTION**

#### 3.1 INSTALLATION

- A. Install a grounding system bonding all exposed conductive materials together and to a ground rod at each pole and to the branch circuit equipment-grounding conductor.
- B. Mount NEMA 3R driver/disconnect switch enclosure(s) with the bottom of the enclosure 10 feet above the ground to allow for step ladder maintenance access.

#### 3.2 INSPECTION AND TESTING

- A. Prior to testing and inspection by Owner all fixtures shall be turned on for a minimum of 20 hours. Coordinate with manufacturer for additional requirements prior to testing and inspection.
- B. At the completion of the project and in the presence of the Contractor, Owner's Representative, and Manufacturer's Representative, actual light performance meter readings shall be taken, recorded, and verified with all fixtures in the facility illuminated. The values shall be reported in a manner to reflect the test location on the field and the recorded value. The report shall include the number of hours the lamps have operated and the number of starts for the system. If, in the opinion of the Owner or his appointed Representative, the actual minimum performance levels foot-candles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:

The Manufacturer shall at his expense provide and install: any necessary additional fixtures to meet the minimum lighting standards; all associated electrical work; all associated pole changes. The Manufacturer shall either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.

If the system does not meet the specifications, the Manufacturer will be allowed two attempts in the period of the first year to modify the installed system to meet the specifications. If after one year or two attempts, the Manufacturer still does not meet the specifications, the Manufacturer shall remove the entire unacceptable lighting system and install a new lighting system that meets the specifications, at no expense to the Owner.

END OF SECTION 265668

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#### SECTION 31 00 00 - EARTHWORK

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Preparing subgrades for walks pavements lawns and grasses and exterior plants.
  - 2. Excavating and backfilling for buildings and structures.
  - 3. Drainage course for slabs-on-grade.
  - 4. Subbase course for concrete walks pavements.
  - 5. Subbase and base course for asphalt paving.
  - 6. Subsurface drainage backfill for walls and trenches.
  - 7. Excavating and backfilling for utility trenches.
  - 8. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.
- B. Related Sections include the following:
  - 1. Division 1 Section "Allowances" for quantity allowance provisions related to unit-price rock excavation and authorized additional excavation.
  - 2. Division 1 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities.
  - 3. Division 31 Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of aboveand below-grade improvements and utilities.
  - 4. Division 1 Section "Temporary Tree and Plant Protection" for protecting and trimming trees to remain.
  - 5. Division 33 Section "Dewatering" for lowering and disposing of ground water during construction.
  - 6. Division 31 Section "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.
  - 7. Division 33 Section "Site Subdrainage" for drainage of foundations slabs-on-grade walls and landscaped areas.
  - 8. Division 32 Section "Lawns and Grasses" for finish grading, including preparing and placing topsoil and planting soil for lawns.
  - 9. Division 32 Section "Exterior Plants" for planting bed establishment and tree and shrub pit excavation and planting.
  - 10. Division 3 Section "Cast-in-Place Concrete" for granular course if placed over vapor retarder and beneath the slab-on-grade.
  - 11. Divisions 22, 23 and 26 Sections for installing underground plumbing, mechanical and electrical utilities and buried plumbing, mechanical and electrical structures.

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## 1.3 UNIT PRICES

- A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following. Unit prices for rock excavation include replacement with approved materials.
  - 1. 24 inches outside of concrete forms other than at footings.
  - 2. 12 inches outside of concrete forms at footings.
  - 3. 6 inches outside of minimum required dimensions of concrete cast against grade.
  - 4. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
  - 5. 6 inches beneath bottom of concrete slabs-on-grade.
  - 6. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.
  - 7. 6 inches beneath subgrade of pavement, turf and lawn areas

# 1.4 **DEFINITIONS**

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
  - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
  - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
  - 1. Rock (Trench Excavation), Excavation of Footings, Trenches and Pits: Late-model, trackmounted hydraulic excavator; equipped with a 42-inch- wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not

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less than 28,090 lbf and stick-crowd force of not less than 18,650 lbf; measured according to SAE J-1179.

- 2. Rock (Open Excavation): Late-model, track-mounted loader; rated at not less than 210-hp flywheel power and developing a minimum of 48,510-lbf breakout force with a general-purpose bare bucket; measured according to SAE J-732.
- I. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by an independent geotechnical testing agency, according to ASTM D 1586.
- J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- K. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- L. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- M. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

## 1.5 SUBMITTALS

- A. Product Data: For the following:
  - 1. Geotextile.
  - 2. Controlled low-strength material, including design mixture.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
  - 1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
  - 2. Laboratory compaction curve according to ASTM D 698 for each on-site and borrow soil material proposed for fill and backfill.

## 1.6 QUALITY ASSURANCE

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

## 1.7 **PROJECT CONDITIONS**

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.
  - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Architect's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.

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B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 1 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. See Geotechnical Information provided to bidders for other information. If information conflicts, definitions in Geotechnical Information provided to bidders takes precedence.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups. See Geotechnical Information provided to bidders for other information. If information conflicts, definitions in Geotechnical Information provided to bidders takes precedence.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
- K. Topsoil: Free from roots and vegetation (with no items larger than ½") as stripped on the site or as approved by the Owner's Representative for material imported to the site. If imported, it shall be natural, fertile, friable, productive soil, neither excessively acid nor alkaline, and free from toxic substances, stones, weeds, clay, clods, roots, cinders, and debris. Topsoil to be

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placed on lawns or sports fields to be sifted to be free of debris. Topsoil on areas to receive Love Grass does not have to be sifted.

## 2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
  - 1. Survivability: Class 2; AASHTO M 288.
  - 2. Grab Tensile Strength: 157 lbf; ASTM D 4632.
  - 3. Sewn Seam Strength: 142 lbf; ASTM D 4632.
  - 4. Tear Strength: 56 lbf; ASTM D 4533.
  - 5. Puncture Strength: 56 lbf; ASTM D 4833.
  - 6. Apparent Opening Size: per GDOT specifications.
  - 7. Permittivity: per GDOT specifications; ASTM D 4491.
  - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
  - 1. Survivability: Class 2; AASHTO M 288.
  - 2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
  - 3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
  - 4. Tear Strength: 90 lbf; ASTM D 4533.
  - 5. Puncture Strength: 90 lbf; ASTM D 4833.
  - 6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
  - 7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
  - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

# 2.3 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: Low-density, self-compacting, flowable concrete material as follows:
  - 1. Portland Cement: ASTM C 150, Type I.
  - 2. Fly Ash: ASTM C 618, Class C or F.
  - 3. Normal-Weight Aggregate: ASTM C 33, 3/8-inch nominal maximum aggregate size.
  - 4. Foaming Agent: ASTM C 869.
  - 5. Water: ASTM C 94/C 94M.
  - 6. Air-Entraining Admixture: ASTM C 260.
- B. Produce low-density, controlled low-strength material with the following physical properties:
  - 1. As-Cast Unit Weight: 36 to 42 lb/cu. ft. at point of placement, when tested according to ASTM C 138/C 138M.
  - 2. Compressive Strength: 140 psi, when tested according to ASTM C 495.
- C. Produce conventional-weight, controlled low-strength material with 140-psi compressive strength when tested according to ASTM C 495.

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# 2.4 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
- B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.

## **PART 3 - EXECUTION**

#### 3.1 **PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing," during earthwork operations.
- D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

## 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  - 2. Install a dewatering system, specified in Division 33 Section "Dewatering," to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

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## 3.3 EXPLOSIVES

#### A. Blasting:

- 1. Owner representative shall be notified before any rock is blasted or removed in any way.
- 2. Obtain written permission from authorities having jurisdiction before bringing explosives to Project Site or using explosives on Project Site.
- 3. All blasting shall be done in accordance with local ordinances, and permits shall be obtained by Contractor where required by law.
- 4. Measurements for limits of rock to be blasted will be determined by geotechnical firm and Owner representative.
- 5. Perform blasting without damaging adjacent structures, property, or site improvements. Seismographic monitoring during blasting and video documentation will be required.
- 6. Perform blasting without weakening the bearing capacity of rock subgrade and with the least-practicable disturbance to rock to remain."

#### 3.4 EXCAVATION, GENERAL

- A. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract time may be authorized for rock excavation.
  - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
    - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
  - 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:
    - a. 24 inches outside of concrete forms other than at footings.
    - b. 12 inches outside of concrete forms at footings.
    - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
    - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
    - e. 6 inches beneath bottom of concrete slabs on grade.
    - f. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

# 3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

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- 2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
- 3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

# 3.6 EXCAVATION FOR WALKS AND PAVEMENTS

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

# 3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
  - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
  - 1. Clearance: As indicated.
- C. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.
  - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

# 3.8 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  - 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

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## 3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
  - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

#### 3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

#### 3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for Record Documents.
  - 3. Testing and inspecting underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring and bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

#### 3.12 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 3 Section "Cast-in-Place Concrete."
- D. Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.
- E. Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
  - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

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- F. Backfill voids with satisfactory soil while installing and removing shoring and bracing.
- G. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- H. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

# 3.13 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under steps and ramps, use engineered fill.
  - 4. Under building slabs, use engineered fill.
  - 5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

## 3.14 SOIL MOISTURE CONTROL

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

## 3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 6 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 98 percent.
  - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 98 percent.
  - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 90 percent.
  - 4. For utility trenches, compact each layer of initial and final backfill soil material at 90 percent.

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## 3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas (Outside sports fields): Plus or minus 1 inch.
  - 2. Walks: Plus or minus 1 inch.
  - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

#### 3.17 SUBSURFACE DRAINAGE

- A. Subdrainage Pipe: Specified in Division 33 Section "Site Subdrainage."
- B. Subsurface Drain: Place subsurface drainage geotextile around perimeter of subdrainage trench. Place a 6-inch course of filter material on subsurface drainage geotextile to support subdrainage pipe. Encase subdrainage pipe in a minimum of 12 inches of filter material, placed in compacted layers 6 inches thick, and wrap in subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
  - 1. Compact each filter material layer to 90 percent of maximum dry unit weight according to ASTM D 698 with a minimum of two passes of a plate-type vibratory compactor.
- C. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with 1 layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
  - 1. Compact each filter material layer to 90 percent of maximum dry unit weight according to ASTM D 698 with a minimum of two passes of a plate-type vibratory compactor.
  - 2. Place and compact impervious fill over drainage backfill in 6-inch- thick compacted layers to final subgrade.

## 3.18 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
  - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
  - 2. Place base course material over subbase course under hot-mix asphalt pavement.
  - 3. Shape subbase and base course to required crown elevations and cross-slope grades.
  - 4. Place subbase and base course 6 inches or less in compacted thickness in a single layer.

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- 5. Place subbase and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
- 6. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
- C. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

# 3.19 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
  - 1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
  - 2. Place drainage course 6 inches or less in compacted thickness in a single layer.
  - 3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  - 4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

## 3.20 FIELD QUALITY CONTROL

- A. Testing Agency: A qualified independent geotechnical engineering testing agency will be engaged to perform field quality-control testing. Testing agency will be engaged as outlined in the Special Provisions.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than 3 tests.
  - 2. Foundation Wall Backfill: At each compacted backfill layer, at least 1 test for each 100 feet or less of wall length, but no fewer than 2 tests.
  - 3. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each or less of trench length, but no fewer than 2 tests.

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E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

# 3.21 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

#### 3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS

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

# END OF SECTION 31 00 00

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### SECTION 311000 – SITE CLEARING LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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### **SECTION 31 10 00 - SITE CLEARING**

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Protecting existing trees shrubs groundcovers plants and grass to remain.
  - 2. Removing existing trees shrubs groundcovers plants and grass.
  - 3. Clearing and grubbing.
  - 4. Stripping and stockpiling topsoil.
  - 5. Removing above- and below-grade site improvements.
  - 6. Disconnecting, capping or sealing, and removing site utilities.
  - 7. Temporary erosion and sedimentation control measures.

## 1.2 **DEFINITIONS**

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

#### 1.3 MATERIAL OWNERSHIP

A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

### 1.4 SUBMITTALS

A. Record drawings, according to Division 1 Section "Project Record Documents," identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.

#### 1.5 **PROJECT CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

## SECTION 311000 – SITE CLEARING LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

## PART 2 - PRODUCTS

## 2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earthwork."
  - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

# PART 3 - EXECUTION

## 3.1 **PREPARATION**

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

## 3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, a sediment and erosion control plan, specific to the site that complies with EPA 832/R-92-005 or requirements of authorities having jurisdiction, whichever is more stringent.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

## 3.3 TREE PROTECTION

- A. Tree protection shall comply with the local municipality having jurisdiction on the project. Contractor shall be familiar with all local requirements.
- B. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
  - 1. Do not store construction materials, debris, or excavated material within fenced area.
  - 2. Do not permit vehicles, equipment, or foot traffic within fenced area.
  - 3. Maintain fenced area free of weeds and trash.

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- C. Do not excavate within tree protection zones, unless otherwise indicated.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.
  - 1. Employ an arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
  - 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by Architect.

### 3.4 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
  - 1. Arrange with utility companies to shut off indicated utilities.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Architect's written permission.
- C. Removal of underground utilities is included in Division 2 Sections covering site utilities.

## 3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
  - 3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
  - 4. Use only hand methods for grubbing within tree protection zone.
  - 5. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

#### 3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
  - 1. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.

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- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Limit height of topsoil stockpiles to 72 inches.
  - 2. Do not stockpile topsoil within tree protection zones.
  - 3. Stockpile surplus topsoil to allow for re-spreading deeper topsoil.

# 3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
  - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
  - 2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

# 3.8 DISPOSAL

A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

# END OF SECTION 31 10 00

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### **SECTION 31 23 19 - DEWATERING**

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section includes construction dewatering.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control ground-water flow into excavations and permit construction to proceed on dry, stable subgrades.
  - 1. Maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
  - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
  - 3. Accomplish dewatering without damaging existing buildings adjacent to excavation.
  - 4. Remove dewatering system if no longer needed.

# 1.3 SUBMITTALS

A. Field Test Reports: Before starting excavation, submit test results and computations demonstrating that dewatering system is capable of meeting performance requirements.

## 1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.

#### 1.5 **PROJECT CONDITIONS**

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.
- B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data.
  - 1. Make additional test borings and conduct other exploratory operations necessary for dewatering.
  - 2. The geotechnical report is referenced elsewhere in the Project Manual.
- C. Survey adjacent structures and improvements, employing a qualified professional engineer or land surveyor, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.
  - 1. During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Architect if

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changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

## PART 2 - PRODUCTS (Not used)

### PART 3 - EXECUTION

#### 3.1 **PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
  - 1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
  - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

# 3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
- B. Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed, or until dewatering is no longer required.
- C. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
  - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
- D. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
  - 1. Maintain piezometric water level as recommended by testing agency below surface of excavation.
- E. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner
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that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flowcontrol devices as required by authorities having jurisdiction.

- F. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.
  - 1. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.
- G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

# END OF SECTION 31 23 19

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#### SECTION 321216 – ASPHALT PAVING LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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## **SECTION 321216 - ASPHALT PAVING**

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Hot-mix asphalt paving.
  - 2. Hot-mix asphalt patching.
  - 3. Pavement-marking paint.
- B. Related Sections include the following:
  - 1. Division 31 Section "Earthwork" for aggregate subbase and base courses and for aggregate pavement shoulders.
  - 2. Division 32 Section "Concrete Pavement Joint Sealants" for joint sealants and fillers at paving terminations.

#### 1.2 **DEFINITIONS**

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.
- B. DOT: Department of Transportation.

## 1.3 SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt paving according to materials, workmanship, and other applicable requirements of standard specifications of state or local DOT.
  - 1. Standard Specification: TDOT Roadway Design Guidelines, current edition.
  - 2. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

#### 1.4 SUBMITTALS

- A. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- B. Job-Mix Designs: For each job mix proposed for the Work.

## 1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer.

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- B. Delete subparagraph below if not required.
  - 1. Manufacturer shall be a paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of the state in which Project is located.
- C. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated, as documented according to ASTM E 548.
- D. Regulatory Requirements: Comply with standards of TDOT for asphalt paving work.
- E. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

# 1.7 **PROJECT CONDITIONS**

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:
  - 1. Prime and Tack Coats: Minimum surface temperature of 60 deg F (15.5 deg C).
  - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F (4 deg C) and rising at time of placement.
  - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.5 deg C) at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F (4 deg C) for oil-based materials, 50 deg F (10 deg C) for water-based materials, and not exceeding 95 deg F (35 deg C).

# PART 2 - PRODUCTS

## 2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or properly cured, crushed blast-furnace slag.
- C. Fine Aggregate: AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, properly cured blast-furnace slag, or combinations thereof.

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- 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

# 2.2 ASPHALT MATERIALS

A. Per TDOT standards

## 2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
- B. Sand: AASHTO M 29, Grade Nos. 2 or 3.

## 2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:
  - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
  - 2. Base Course: As indicated
  - 3. Surface Course: As indicated
- B. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types."
  - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
  - 2. Provide mixes complying with composition, grading, and tolerance requirements in ASTM D 3515 for the following nominal, maximum aggregate sizes:
    - a. Base Course: As indicated
    - b. Surface Course: As indicated

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.

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C. Proceed with paving only after unsatisfactory conditions have been corrected.

# 3.2 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.
- D. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

# 3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
  - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
  - 1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
- C. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd.. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure for 72 hours minimum.
  - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
  - 2. Protect primed substrate from damage until ready to receive paving.
- D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.

- 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
- 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

#### 3.4 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
  - 2. Place hot-mix asphalt surface course in single lift.
  - 3. Spread mix at minimum temperature of 250 deg F.
  - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
  - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
  - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

## 3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.
  - 1. Clean contact surfaces and apply tack coat to joints.
  - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
  - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
  - 4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."
  - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
  - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

## 3.6 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without

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excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.

- 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  - 1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
  - 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

## 3.7 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  - 1. Base Course: Plus or minus 1/2 inch.
  - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
  - 1. Base Course: Per TDOT standard

2. Surface Course: Per TDOT standard

Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

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#### 3.8 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to age for 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
  - 1. Broadcast glass spheres uniformly into wet pavement markings at a rate of 6 lb/gal..

#### 3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.
  - 1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.
- B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to AASHTO T 168.
  - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
  - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
    - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
    - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.

Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

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# 3.10 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow excavated materials to accumulate on-site.

# END OF SECTION 321216

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#### **SECTION 321313 - CEMENT CONCRETE PAVEMENT**

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
  - 1. Curbs and gutters.
  - 2. Walkways.

#### 1.2 **DEFINITIONS**

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

## 1.3 SUBMITTALS

A. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

# 1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- C. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

#### 1.5 **PROJECT CONDITIONS**

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

#### PART 2 - PRODUCTS

## 2.1 FORMS

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

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#### 2.2 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 420; deformed.
- C. Plain Steel Wire: ASTM A 82, galvanized.
- D. Deformed-Steel Wire: ASTM A 496.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
  - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

#### 2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
  - 1. Portland Cement: ASTM C 150, Type I. Supplement with the following:
    - a. Fly Ash: ASTM C 618, Class C.
    - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, Class 4M coarse aggregate, uniformly graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar pavement applications and service conditions using similar aggregates and cementitious materials.
  - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

# 2.4 FIBER REINFORCEMENT

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A. Synthetic Fiber: Monofilament polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches long.

# 2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

#### 2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1752, cork or self-expanding cork.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

## 2.7 PAVEMENT MARKINGS

- A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type I or AASHTO M 248, Type N.
  - 1. Color: As indicated.

#### 2.8 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 3000 psi, or as otherwise noted.
  - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
  - 3. Slump Limit: 4 inches, plus or minus 1 inch.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Air Content: 4-1/2 percent plus or minus 1.5 percent for 1-1/2-inch nominal maximum aggregate size.
  - 2. Air Content: 4-1/2 percent plus or minus 1.5 percent for 1-inch nominal maximum aggregate size.
  - 3. Air Content: 5 percent plus or minus 1.5 percent for 3/4-inch nominal maximum aggregate size

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- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture high-range, water-reducing admixture high-range, waterreducing and retarding admixture plasticizing and retarding 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.
- F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals. as follows:
  - 1. Fly Ash or Pozzolan: 25 percent.
  - 2. Ground Granulated Blast-Furnace Slag: 50 percent.
- G. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd..

# 2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
  - When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

# PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Examine exposed subgrades and sub-base surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared sub-base surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
  - 1. Completely proof-roll sub-base in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
  - 2. Proof-roll with a loaded 10-wheel tandem-axle dump truck weighing not less than 15 tons.
  - 3. Sub-base with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 31 Section "Earthwork."
- C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

## 3.2 PREPARATION

A. Remove loose material from compacted sub-base surface immediately before placing concrete.

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#### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

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

#### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

#### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
  - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
  - 1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
  - 1. Locate expansion joints at intervals as indicated.
  - 2. Extend joint fillers full width and depth of joint.
  - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
  - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
  - 6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

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- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows to match jointing of existing adjacent concrete pavement:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

## 3.6 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from sub-base surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten sub-base to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site.
- F. Do not add water to fresh concrete after testing.
- G. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- H. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- I. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
  - 1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer, or use bonding agent if approved by Architect.
- J. Screed pavement surfaces with a straightedge and strike off.
- K. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

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- L. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
- M. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
  - 1. Compact sub-base and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
- N. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.
- O. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
- P. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

# 3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with powerdriven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
  - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

# 3.8 CONCRETE PROTECTION AND CURING

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

#### 3.9 PAVEMENT TOLERANCES

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

#### 3.10 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow concrete pavement to cure for 28 days and be dry before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.

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D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

# 3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain at least 1 composite sample for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
  - 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
  - 6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
    - a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressivestrength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. 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.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.

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H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

## 3.12 REPAIRS AND PROTECTION

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

# END OF SECTION

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# SECTION 32 13 73 - CONCRETE PAVING JOINT SEALANTS

#### PART 1 - GENERAL

## 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Expansion and contraction joints within cement concrete pavement.

#### 1.2 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for sealants.

#### 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittal Procedures" Article from a qualified testing agency based on testing of current sealant products within a 36-month period preceding the Notice to Proceed with the Work.
  - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 for testing indicated, as documented according to ASTM E 548.

## 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

## 1.5 **PROJECT CONDITIONS**

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by jointsealant manufacturer.
  - 2. When ambient and substrate temperature conditions are outside limits permitted by jointsealant manufacturer or are below.
  - 3. When joint substrates are wet or covered with frost.
  - 4. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 5. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

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## PART 2 - PRODUCTS

## 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

#### 2.2 JOINT-SEALANT BACKER MATERIALS

A. General: Provide joint-sealant backer materials that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.

#### 2.3 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

## PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 **PREPARATION**

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

# 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

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- C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of backer materials.
  - 2. Do not stretch, twist, puncture, or tear backer materials.
  - 3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses provided for each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Provide joint configuration to comply with joint-sealant manufacturer's written instructions, unless otherwise indicated.

## 3.4 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

#### 3.5 **PROTECTION**

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations with repaired areas are indistinguishable from the original work.

# END OF SECTION 32 13 73

# SECTION 321373 – CONCRETE PAVING JOINT SEALANTS LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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#### **SECTION 32 17 23 - PAVEMENT MARKINGS**

#### 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 painted markings applied to asphalt and concrete pavement.

#### 1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of GDOT for pavement-marking work.

#### 1.4 FIELD CONDITIONS

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for alkyd materials 55 deg F for water-based materials, and not exceeding 95 deg F.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.

#### 2.2 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type S; colors complying with FS TT-P-1952.
  - 1. Color: As indicated.
- B. Pavement-Marking Paint: MPI #32, solvent-borne traffic-marking paint.
  - 1. Color: As indicated.
- C. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of less than 45 minutes.
  - 1. Color: As indicated.
- D. Pavement-Marking Paint: MPI #97, latex traffic-marking paint.
  - 1. Color: As indicated.
- E. Glass Beads: AASHTO M 247, Type 1.

# Page 2 of 2

1. Roundness: Minimum 75 percent true spheres by weight.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

# 3.2 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to age for a minimum of 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
  - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.
  - 2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal..

## 3.3 **PROTECTING AND CLEANING**

- A. Protect pavement markings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

# END OF SECTION 32 17 23

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# SECTION 323113 - CHAIN LINK FENCES AND GATES

## 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. Chain-link fences.
  - 2. Swing gates.
- B. Related Requirements:
  - 1. Section 033000 "Cast-in-Place Concrete" for cast-in-place concrete post footings.
  - 2. Section 281300 "Access Control" for gate controls.

# 1.3 PRE-INSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
  - 1. Inspect and discuss electrical roughing-in, equipment bases, and other preparatory work specified elsewhere.
  - 2. Review sequence of operation for each type of gate operator.
  - 3. Review coordination of interlocked equipment specified in this Section and elsewhere.
  - 4. Review required testing, inspecting, and certifying procedures.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
    - a. Fence and gate posts, rails, and fittings.
    - b. Chain-link fabric, reinforcements, and attachments.
    - c. Accessories: Privacy slats.
    - d. Gates and hardware.
- B. Shop Drawings: For each type of fence and gate assembly.

## SECTION 323113 – CHAIN LINK FENCES AND GATES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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- 1. Include plans, elevations, sections, details, and attachments to other work.
- 2. Include accessories, hardware, gate operation, and operational clearances.
- C. Samples for Initial Selection: For each type of factory-applied finish.
- D. Samples for Verification: For each type of component with factory-applied finish, prepared on Samples of size indicated below:
  - 1. Polymer-Coated Components: In 6-inch lengths for components and on full-sized units for accessories.
- E. Delegated-Design Submittal: For structural performance of chain-link fence and gate frameworks, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Product Certificates: For each type of chain-link fence and gate.
- C. Product Test Reports: For framework strength according to ASTM F 1043, for tests performed by manufacturer and witnessed by a qualified testing agency or a qualified testing agency.
- D. Field quality-control reports.
- E. Sample Warranty: For special warranty.

## 1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For gate operators to include in emergency, operation, and maintenance manuals.

## 1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing fence grounding; member company of NETA or an NRTL.
  - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.
- B. Emergency Access Requirements: According to requirements of authorities having jurisdiction for gates with automatic gate operators serving as a required means of access.
- C. Mockups: Build mockups to set quality standards for fabrication and installation.
  - 1. Build mockup for typical chain-link fence and gate, including accessories.
    - a. Size: 10-foot length of fence.

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#### 1.8 FIELD CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

#### 1.9 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Failure to comply with performance requirements.
    - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
    - c. Faulty operation of gate operators and controls.
    - d. Failure of footers.
  - 2. Warranty Period: Five (5) years from date of Substantial Completion.

#### PART 2 - PRODUCTS

## 2.1 **PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design chain-link fence and gate frameworks.
- B. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to ASCE/SEI 7.
  - 1. Design Wind Load:
    - a. Minimum Post Size: Determine according to ASTM F 1043 for post spacing not to exceed 10 feet for Material Group IA, ASTM F 1043, Schedule 40 steel pipe.
    - b. Minimum Post Size and Maximum Spacing: Determine according to CLFMI WLG 2445, based on mesh size and pattern specified.
- C. Lightning Protection System: Maximum resistance-to-ground value of 25 ohms at each grounding location along fence under normal dry conditions.

# 2.2 CHAIN-LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:
  - 1. Fabric Height: As indicated on Drawings.

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- 2. Steel Wire for Fabric: Wire diameter of 0.113 inch.
  - a. Mesh Size: 1-3/4 inches.
  - b. Polymer-Coated Fabric: ASTM F 668, Class 2a over zinc-coated steel wire.
    - 1) Color: Black, according to ASTM F 934.
  - c. Coat selvage ends of metallic-coated fabric before the weaving process with manufacturer's standard clear protective coating.
- 3. Selvage: Knuckled at both selvages

## 2.3 FENCE FRAMEWORK

- A. Posts and Rails: ASTM F 1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 based on the following:
  - 1. Fence Height: As indicated on plans
  - 2. Heavy-Industrial-Strength Material: Group IA, round steel pipe, Schedule 40
    - a. Line Post: 2-1/2 inches in diameter
    - b. End, Corner, and Pull Posts: 3 inches in diameter
  - 3. Horizontal Framework Members: Intermediate, top and bottom rails according to ASTM F 1043.
    - a. Top Rail: 1-1/2 inches in diameter.
  - 4. Brace Rails: ASTM F 1043.
  - 5. Metallic Coating for Steel Framework:
    - a. Type A: Not less than minimum 2.0-oz./sq. ft. average zinc coating according to ASTM A 123/A 123M
  - 6. Polymer coating over metallic coating.
    - a. Color: Black, according to ASTM F 934.

## 2.4 TENSION WIRE

- A. Metallic-Coated Steel Wire: 0.177-inch-diameter, marcelled tension wire according to ASTM A 817 or ASTM A 824, with the following metallic coating:
  - 1. Type II: Zinc coated (galvanized) by hot-dip process, with the following minimum coating weight:
    - a. Matching chain-link fabric coating weight.

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- B. Polymer-Coated Steel Wire: 0.148-inch-diameter, tension wire according to ASTM F 1664, Class 2a over zinc-coated steel wire.
  - 1. Color: Match chain-link fabric according to ASTM F 934.

## 2.5 FITTINGS

- A. Provide fittings according to ASTM F 626.
- B. Post Caps: Provide for each post.
  - 1. Provide line post caps with loop to receive tension wire or top rail.
- C. Rail and Brace Ends: For each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
  - 1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
  - 2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails to posts.
- E. Tension and Brace Bands: Pressed steel.
- F. Tension Bars: Steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide two for each corner and pull post, unless fabric is integrally woven into post.
- G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.
- H. Tie Wires, Clips, and Fasteners: According to ASTM F 626.
  - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, according to the following:
    - a. Hot-Dip Galvanized Steel: 0.106-inch-diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
- I. Finish:
  - 1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. of zinc.
    - a. Polymer coating over metallic coating.

# 2.6 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.

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B. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

# 2.7 GROUNDING MATERIALS

- A. Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Connectors and Grounding Rods: Listed and labeled for complying with UL 467.
  - 1. Connectors for Below-Grade Use: Exothermic welded type.
  - 2. Grounding Rods: Copper-clad steel, 5/8 by 96 inches.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.
  - 1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

## 3.3 CHAIN-LINK FENCE INSTALLATION

- A. Install chain-link fencing according to ASTM F 567 and more stringent requirements specified.
  - 1. Install fencing on established boundary lines inside property line.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
  - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.

- 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
  - a. Exposed Concrete: Extend 2 inches above grade; shape and smooth to shed water and in a uniform troweled manner with smooth edges. Overflow and non-uniform exposed concrete will not be accepted.
  - b. Concealed Concrete: Place top of concrete 2 inches below grade to allow covering with surface material.
  - c. Posts Set into Sleeves in Concrete: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with anchoring cement, mixed and placed according to anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.
  - d. Posts Set into Holes in Concrete: Form or core drill holes not less than 24 inches deep and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with anchoring cement, mixed and placed according to anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.
- D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more. For runs exceeding 500 feet, space pull posts an equal distance between corner or end posts.
- E. Line Posts: Space line posts uniformly at 10 feet o.c.
- F. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.
  - 1. Locate horizontal braces at midweight of fabric 72 inches or higher, on fences with top rail, and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- G. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch-diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:
  - 1. Extended along top and bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within 6 inches of bottom of fabric and tie to each post with not less than same diameter and type of wire.
- H. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- I. Intermediate and Bottom Rails: Secure to posts with fittings.
- J. Chain-Link Fabric: Apply fabric to inside of enclosing framework. Leave 1-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut

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and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

- K. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts, with tension bands spaced not more than 15 inches o.c.
- L. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric according to ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
  - 1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.
- M. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

#### 3.4 GROUNDING AND BONDING

- A. Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Fence and Gate Grounding:
  - 1. Ground for fence and fence posts shall be a separate system from ground for gate and gate posts.
  - 2. Install ground rods and connections at maximum intervals of 1500 feet.
  - 3. Fences within 100 Feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet.
  - 4. Ground fence on each side of gates and other fence openings.
    - a. Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches below finished grade.
- C. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a ground rod located a maximum distance of 150 feet on each side of crossing.
- D. Fences Enclosing Electrical Power Distribution Equipment: Ground according to IEEE C2 unless otherwise indicated.
- E. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at grounding location.
  - 1. Make grounding connections to each barbed wire strand with wire-to-wire connectors designed for this purpose.
  - 2. Make grounding connections to each barbed tape coil with connectors designed for this purpose.
- F. Connections:
  - 1. Make connections with clean, bare metal at points of contact.

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- 2. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
- 3. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
- 4. Make above-grade ground connections with mechanical fasteners.
- 5. Make below-grade ground connections with exothermic welds.
- 6. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- G. Bonding to Lightning Protection System: Ground fence and bond fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor according to NFPA 780.
- H. Comply with requirements in Section 264113 "Lightning Protection for Structures."

# 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests.
- B. Grounding Tests: Comply with requirements in Section 264113 "Lightning Protection for Structures."
- C. Prepare test reports.

## 3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, and maintain chain-link fences.

## END OF SECTION 323113

# SECTION 323113 – CHAIN LINK FENCES AND GATES LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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#### SECTION 32 92 00 - LAWNS AND GRASSES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Seeding.
  - 2. Erosion-control material(s).

#### 1.2 **DEFINITIONS**

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.
- E. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

### 1.3 SUBMITTALS

- A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
  - 1. Certification of each seed mixture for turfgrass sod, identifying source, including name and telephone number of supplier.
- B. Material Test Reports: For existing surface soil and imported topsoil.
- C. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of lawns during a calendar year. Submit before expiration of required initial maintenance periods.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn establishment.
  - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

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C. SPECIAL NOTE RELATED TO SEEDING: SEE SPECIAL PROVISIONS FOR LANGUAGE RELATED TO RELEASE OF PAYMENT AND OWNER ACCEPTANCE RELATED TO ESTABLISHMENT OF TURF.

## 1.5 DELIVERY, STORAGE, AND HANDLING

A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

### 1.6 **PROJECT CONDITIONS**

A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

## 1.7 MAINTENANCE SERVICE

- A. Initial Lawn Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
  - 1. Seeded Lawns: 60 days from date of planting completion.
    - a. When initial maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season.

### PART 2 - PRODUCTS

### 2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species, as follows:
  - 1. Full Sun: As indicated on plans

### 2.2 NOT USED

- 2.3 NOT USED
- 2.4 TOPSOIL
  - A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 2 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth. See Earthwork for additional information.
    - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
      - a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.

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### **SECTION 32 93 00 - EXTERIOR PLANTS GENERAL**

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Trees.
  - 2. Shrubs.
  - 3. Ground cover.
  - 4. Plants.
  - 5. Tree stabilization.
  - 6. Edgings.

### 1.2 **DEFINITIONS**

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum laced as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Exterior plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of exterior plant required.
- D. Bare-Root Stock: Exterior plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of exterior plant required.
- E. Clump: Where three or more young trees were planted in a group and have grown together as a single tree having three or more main stems or trunks.
- F. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of exterior plant required.
- G. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted exterior plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of exterior plant.
- H. Finish Grade: Elevation of finished surface of planting soil.
- I. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- J. Multi-Stem: Where three or more main stems arise from the ground from a single root crown or at a point right above the root crown.
- K. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.

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- L. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
- M. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

## 1.3 SUBMITTALS

- A. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
  - 1. Manufacturer's certified analysis for standard products.
  - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- B. Warranty: Sample of special warranty.

### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants.
  - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
  - 1. Report suitability of topsoil for plant growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.
- D. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
  - 1. Selection of exterior plants purchased under allowances will be made by Architect, who will tag plants at their place of growth before they are prepared for transplanting.
- E. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 16-inchesabove the ground for trees up to 4-inch caliper size, and 12-inches above the ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
- F. Observation: Architect may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

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1. Notify Architect of sources of planting materials seven days in advance of delivery to site.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver exterior plants freshly dug.
  - 1. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.
- B. Do not prune trees and shrubs before delivery except as approved by Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.
- C. Handle planting stock by root ball.
- D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants and trees in shade, protect from weather and mechanical damage, and keep roots moist.
  - 1. Heel-in bare-root stock. Soak roots that are in dry condition in water for two hours. Reject dried-out plants.
  - 2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
  - 3. Do not remove container-grown stock from containers before time of planting.
  - 4. Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

#### 1.6 **PROJECT CONDITIONS**

- A. Planting and Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed according to manufacturer's written instructions and warranty requirements.
- B. Coordination with Lawns: Plant trees and shrubs after finish grades are established and before planting lawns unless otherwise acceptable to Architect.
  - 1. When planting trees and shrubs after lawns, protect lawn areas and promptly repair damage caused by planting operations.

# 1.7 WARRANTY

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
    - b. Structural failures including plantings falling or blowing over.
    - c. Faulty operation of tree stabilization edgings.
    - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

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- 2. Warranty Periods from Date of Substantial Completion:
  - a. Trees and Shrubs: One year.
  - b. Ground Cover and Plants: One year
- 3. Include the following remedial actions as a minimum:
  - a. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
  - b. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
  - c. A limit of one replacement of each exterior plant will be required except for losses or replacements due to failure to comply with requirements.
  - d. Provide extended warranty for replaced plant materials; warranty period equal to original warranty period.

## 1.8 MAINTENANCE SERVICE

- 1. Initial Maintenance Service for Trees and Shrubs: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until final acceptance
- 2. Initial Maintenance Service for Ground Cover and Plants: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until final acceptance

# PART 2 - PRODUCTS

### 2.1 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Provide trees and shrubs of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Label each tree and shrub with securely attached, waterproof tag bearing legible designation of botanical and common name.
- E. Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- F. If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.

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# 2.2 SHADE AND FLOWERING TREES

- A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.
  - 1. Small Upright Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1.
  - 2. Small Spreading Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1.

#### 2.3 DECIDUOUS SHRUBS

- A. Form and Size: Shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.
  - 1. Shrub sizes indicated are sizes after pruning.

#### 2.4 CONIFEROUS EVERGREENS

A. Form and Size: Specimen quality as described, symmetrically shaped coniferous evergreens.

### 2.5 BROADLEAF EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, broadleaf evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1.
- B. Form and Size: Specimen quality as described, symmetrically shaped broadleaf evergreens.
  - 1. Shearing Designation: Natural, never sheared (N).

#### 2.6 GROUND COVER PLANTS

- A. Ground Cover: Provide ground cover of species indicated, established and well rooted in pots or similar containers, and complying with ANSI Z60.1 and the following requirements:
  - 1. English Ivy (Hedera Helix or Baltica): 2-1/4-inch pot size with a minimum of 1 runner not less than 8 inches long.

### 2.7 PLANTS

- A. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.
- B. Perennials: Provide healthy, field-grown plants from a commercial nursery, of species and variety shown or listed, complying with requirements in ANSI Z60.1.
- C. Vines: Provide vines of species indicated complying with requirements in ANSI Z60.1 as follows:
  - 1. Two-year plants with heavy, well-branched tops, with not less than 3 runners 18 inches or more in length, and with a vigorous well-developed root system.
  - 2. Provide field-grown vines. Vines grown in pots or other containers of adequate size and acclimated to outside conditions will also be acceptable.

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### 2.8 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
  - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
    - a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.
  - 2. Topsoil Source: Import topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.

### 2.9 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum of 80 percent calcium carbonate equivalent and as follows:
  - 1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
  - 2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
  - 3. Provide lime in form of dolomitic limestone.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- G. Sand: Clean, washed, natural or manufactured, free of toxic materials.
- H. Diatomaceous Earth: Calcined, diatomaceous earth, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

### 2.10 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble

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salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

- 1. Organic Matter Content: 50 to 60 percent of dry weight.
- 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or sourceseparated or compostable mixed solid waste.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
  - 1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.
- E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

### 2.11 FERTILIZER

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 10 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
  - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
  - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
  - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
  - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

### 2.12 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

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- 1. Type: Shredded hardwood, Ground or shredded bark, or Pine straw.
- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
  - 1. Organic Matter Content: 50 to 60 percent of dry weight.
  - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or sourceseparated or compostable mixed solid waste.

## 2.13 TREE STABILIZATION MATERIALS

- A. Stakes and Guys:
  - 1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressurepreservative-treated softwood, free of knots, holes, cross grain, and other defects, 2-by-2inch nominal by length indicated, pointed at one end.
  - 2. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles.
  - 3. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, 2-strand, twisted, #12 wire.
  - 4. Hose Chafing Guards: Reinforced rubber or plastic hose at least 1/2 inch in diameter, black, cut to lengths required to protect tree trunks from damage.
  - 5. Guy Cables: 5-strand, 3/16-inch- diameter, galvanized-steel cable, with zinc-coated turnbuckles, a minimum of 3 inches long, with two 3/8-inch galvanized eyebolts.
  - 6. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.

### 2.14 LANDSCAPE EDGINGS

A. Aluminum Edging: Standard-profile extruded-aluminum edging, ASTM B 221, Alloy 6063-T6, fabricated in standard lengths with interlocking sections with loops stamped from face of sections to receive stakes.

### 2.15 MISCELLANEOUS PRODUCTS

A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

### 2.16 PLANTING SOIL MIX

- A. Planting Soil Mix: Mix topsoil with the following soil amendments and fertilizers in the following quantities:
  - 1. Ratio of Loose Compost to Topsoil by Volume: 1:3.
  - 2. Ratio of Loose Peat to Topsoil by Volume: 1:3.
  - 3. Ratio of Loose Wood Derivatives to Topsoil by Volume: 1:3.

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## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 **PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before planting. Make minor adjustments as required.
- D. Lay out exterior plants at locations directed by Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.
- E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
  - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

#### 3.3 PLANTING BED ESTABLISHMENT

- A. Loosen subgrade of planting beds to a minimum depth of 6 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Apply superphosphate fertilizer directly to subgrade before loosening.
  - 2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
    - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
    - b. Mix lime with dry soil before mixing fertilizer.
  - 3. Spread planting soil mix to a depth of 6 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
    - a. Spread approximately one-half the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil mix.

### SECTION 329300 – NATURAL GRASS SPORTSFIELDS LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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- B. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- C. Before planting, restore planting beds if eroded or otherwise disturbed after finish grading.

# 3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
  - 1. Excavate approximately two times as wide as ball diameter for stock.
  - 2. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
  - 3. If drain tile is shown or required under planted areas, excavate to top of porous backfill over tile.
- B. Subsoil removed from excavations may not be used as backfill.
- C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
  - 1. Hardpan Layer: Drill 6-inch- diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
- D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.
- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

### 3.5 TREE AND SHRUB PLANTING

- A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1.
- B. Set balled and burlapped stock plumb and in center of pit or trench with top of root ball flush with adjacent finish grades for shrubs, approximately 2" above finish grades for trees.
  - 1. Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
  - 2. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
- C. Set stock plumb and in center of pit or trench with top of root ball flush with adjacent finish grades.
  - 1. Carefully remove root ball from container without damaging root ball or plant.
  - 2. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.

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- D. Set fabric bag-grown stock plumb and in center of pit or trench with top of root ball flush with adjacent finish grades.
  - 1. Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.
  - 2. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
- E. Set and support bare-root stock in center of pit or trench with trunk flare flush with adjacent finish grade. Spread roots without tangling or turning toward surface, and carefully work backfill around roots by hand. Puddle with water until backfill layers are completely saturated. Plumb before backfilling, and maintain plumb while working backfill around roots and placing layers above roots. Tamp final layer of backfill. Remove injured roots by cutting cleanly; do not break.
- F. Organic Mulching: Apply 3" average thickness of organic mulch extending 12 inches beyond edge of planting pit or trench. Do not place mulch within 6 inches of trunks or stems.

### 3.6 TREE AND SHRUB PRUNING

A. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character.

# 3.7 TREE STABILIZATION

1. Trunk Stabilization: as indicated on the details.

### 3.8 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants as indicated.
- B. Dig holes large enough to allow spreading of roots and backfill with planting soil.
- C. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

#### 3.9 PLANTING BED MULCHING

- A. Mulch backfilled surfaces of planting beds and other areas indicated. Provide mulch ring around trees in lawn areas.
  - 1. Organic Mulch: Apply 3" average thickness of organic mulch, and finish level with adjacent finish grades. Do not place mulch against plant stems.

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#### 3.10 EDGING INSTALLATION

A. Aluminum Edging: Install aluminum edging where indicated according to manufacturer's written instructions.

### 3.11 PLANT MAINTENANCE

- A. Tree and Shrub Maintenance: Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, adjusting and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.
- B. Ground Cover and Plant Maintenance: Maintain and establish plantings by watering, weeding, fertilizing, mulching, and other operations as required to establish healthy, viable plantings.

# 3.12 CLEANUP AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

#### 3.13 DISPOSAL

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

### END OF SECTION

2. Topsoil Source: Import topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.

# 2.5 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum of 80 percent calcium carbonate equivalent and as follows:
  - 1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
  - 2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
  - 3. Provide lime in form of dolomitic limestone.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- G. Sand: Clean, washed, natural or manufactured, free of toxic materials.
- H. Diatomaceous Earth: Calcined, diatomaceous earth, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

### 2.6 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 deci-siemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
  - 1. Organic Matter Content: 50 to 60 percent of dry weight.
  - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or sourceseparated or compostable mixed solid waste.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.

- 1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.
- E. Manure: Well-rotted, un-leached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

## 2.7 PLANTING ACCESSORIES

A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application.

## 2.8 FERTILIZER

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 10 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
  - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
  - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
  - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
  - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

### 2.9 MULCHES

Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic; free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

### 2.10 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.
- B. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

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#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 **PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
  - 1. Protect adjacent and adjoining areas from hydro-seeding and hydro-mulching overspray.
  - 2. Protect grade stakes set by others until directed to remove them.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.3 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 6 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Apply commercial fertilizer (10-10-10) fertilizer directly to subgrade before loosening.
  - 2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
    - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
    - b. Mix lime with dry soil before mixing fertilizer.
  - 3. Spread planting soil mix to a depth of 6 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
    - a. Spread approximately 1/2 the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil mix.
    - b. Reduce elevation of planting soil to allow for soil thickness of sod.
  - 4. See Earthwork section for additional information for preparation of sand base material and laser grading required for sprigged areas.
- C. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
  - 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
  - 2. Loosen surface soil to a depth of at least 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 4 inches of soil. Till soil to a homogeneous mixture of fine texture.

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- a. Apply commercial fertilizer (10-10-10] fertilizer directly to surface soil before loosening.
- 3. If not already required by Earthwork sections, remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
- 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future. See Earthwork specifications for additional information.
- E. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Before planting, restore areas if eroded or otherwise disturbed after finish grading.

## 3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Lawn Preparation" Article.
- B. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- C. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

### 3.5 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
  - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
  - 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow Common Bermuda seed at a total rate of 75lbs/acre
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

Protect seeded areas with slopes exceeding 1:3 with erosion-control blankets installed and stapled according to manufacturer's written instructions.

### 3.6 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydro-seed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
  - 1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
  - 2. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate per manufacturer's recommendations, and seed component is deposited at not less than the specified seed-sowing rate.

# 3.7 NOT USED

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## 3.8 NOT USED

# 3.9 LAWN MAINTENANCE

- A. Lawn maintenance is the responsibility of the contractor until final acceptance.
- B. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn. Provide materials and installation the same as those used in the original installation.
  - 1. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
- C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches.
  - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
  - 2. Water lawn with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- D. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Provide at least 3 mowings as needed to maintain healthy lawn. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
  - 1. Mow grass to a height of 1/2 inch or less.
  - 2. Mow grass to a height of 1/2 to 1 inch.
  - 3. Mow grass to a height of 1 to 2 inches.
  - 4. Mow grass to a height of 2 to 3 inches.
- E. Lawn Post-fertilization: Apply fertilizer after initial mowing and when grass is dry.
  - 1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. to lawn area.

#### 3.10 SATISFACTORY LAWNS

- A. Lawn installations shall meet the following criteria as determined by Architect:
  - 1. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 6 by 6 inches.
- B. Use specified materials to reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

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## 3.11 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris, created by lawn work, from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after lawn is established.
- C. Remove non-degradable erosion-control measures after grass establishment period.

# END OF SECTION 32 92 00

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### SECTION 329250 – NATURAL GRASS SPORTSFIELDS

#### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. Removal of existing vegetation
- B. Grading of sports fields, including fine grading and laser grading.
- C. Finish grading of sports fields including laser grading
- D. Seeding fields.

### 1.2 SUBMITTALS

- A. Permitting
- B. Sand & Root zone Material Analysis Test shall include the following:
  - 1. Sand, Silt & Clay Analysis
  - 2. Percolation Rate
  - 3. Fertility Analysis & Recommendations
- C. Seed product data sheet

#### 1.3 DEFINITIONS

- A. Topsoil: Friable surface soil which is reasonably free of subsoil, rocks, stones, sticks and other debris over one inch (1") in size in any direction and without weeds, roots and other objectionable material.
- B. Sub-Surface Soil: That soil directly below the topsoil being existing in place soil and/or properly compacted imported soil, both being stable as a supporting medium and acceptable as a part of a root zone for sports field construction.
- C. Root zone: The combination of silt, sand, clay, organic matter, lime and fertilizer lightly blended into a loose homogenous mixture. Root zone consists of the 2" subsurface soil, 2" of topsoil and 2" of sand blended to a depth of 6 inches.
- D. Sand: USGA Greens Sand or sand meeting the USGA specification per particle analysis.
- E. Dolomitic Limestone, ground to meet agricultural standards containing a minimum of eightyfive percent (85%) carbonates.
- F. Fertilizer: A commercial mixed grade fertilizer of nitrogen, phosphorus, potassium and in percentages recommended based on soil sample analysis.
- G. Seeding: TTTF Rebel IV, Poa Pratensis P-105, Kentucky Bluegrass and Perennial Rye grass. Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

## 1.4 QUALITY ASSURANCE

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- A. Codes and Standards. Perform all work in compliance with applicable requirements.
- B. Only experienced subcontractors meeting all of the following qualifications will be considered for the <u>grassing and irrigation</u> of the sportsfields. If the General Contractor proposes to self perform the sports field work described herein, the documentation described below must be submitted within the stipulated time frame. Prime bidders who intend to subcontract the sports field construction must submit documentation listed herein for all sports field subcontractors. This information can be provided after the bid, prior to commencing the work. The General Contractor is responsible for determining the subcontractor's qualifications based on the following criteria.
  - 1. The Sports Field subcontractor must have a minimum of 5 years' experience, having predominately performed the discipline specific work being considered for this project.
  - 2. The Sports Field Contractor or subcontractor shall have built and completed 5 sportsfield construction projects during the past 10 years; said fields shall have included installation of sports turfgrass and have been performed by the actual Sports Field Subcontractor.
  - 3. The Sports Field subcontractor shall perform all required work with staff supervision and employees, using company equipment either owned or leased.
  - 4. The bid shall include submittal of information demonstrating the sports field contractor or subcontractor's qualifications and experience, including, but not limited to the following:

EXPERIENCE: State the following "Listed Data" for all athletic projects completed by the sports field contractor or subcontractor; requiring a minimum of five (5) sports field construction projects within the past ten (10) years.

- a. Project's Complete Name and Address
- b. Owner's Complete Name, Address, Telephone Area Code and Number, and email address.
- c. If applicable, Architect/Engineer's Complete Name, Address, Telephone Area Code and Number, and email address.
- d. Year Project Started.
- e. Year Project Completed.
- f. Description of Responsibilities for all Projects.
- g. Identify the project manager and superintendent for the project.
- h. Narrative Description of Each Project, noting single field projects, all fields of multiple field projects, what sports are played on each field, and amenities that were your Company's responsibility. List all sub-contracted work per all fields for all projects. List all work performed directly by your company per all fields for all projects.
- i. List details and information about all your sub-contractors including, length of relationship, company name, owner's name, their contact person, full addresses and telephone numbers.
- 5. The owner and its representative shall be the sole judge of the contractor/subcontractor meeting the requirements set forth; the owner's decision will be final. The owner reserves the right to act in its best interest in this determination process, to waive all technicalities and informalities, and to accept only qualified responsible contractors/subcontractors who, in the owner's opinion, meet the above stated provisions.

### PART 2 - PRODUCTS (Not used)

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### 3.1 SUBGRADE AND ROOTZONE PREPARATION

- A. The work shall include:
  - 1. Meet with the Program Manager, Designer and Owner's Representative(s) before any work is initiated for review and general coordination procedures.
  - 2. The existing fields shall be stripped of any excess organic material or grass prior to commencement of field renovation. Topsoil remaining after organic material removal shall be removed and stockpiled for later use.
  - 3. Following establishment of rough grade, the fields shall be tilled with a disc harrow six to eight inches (6"-8") into the subsurface a minimum of three (3) times.
  - 4. Laser grade the subsurface to within <u>+</u> one-half (1/2") inch of the designated slopes and elevations.
  - 5. Remove small loose rocks, stone and debris using a Harley Rake Machine or equivalent as required, thereby causing the subsurface soil to be reasonably free of such miscellaneous matter. Remove debris from site.
  - 6. Coordinate work with the irrigation subcontractor to ensure all irrigation main lines, valve boxes, electric controls, wires, and pipe trenches are properly installed. Re-compact disturbed areas to prevent future settling. The depth and height of installation is subject to final grade.
  - Add two (2") inches of topsoil, from on-site stockpile area or imported top soil, and laser grade to within <u>+</u> one-half (1/2") inch of designated slopes and elevations. Remove existing vegetation, from top soil prior to utilizing on the fields.
  - 8. Remove small loose rocks, stone and debris, using a Harley Rake Machine or equivalent as required, thereby causing the topsoil layer to reasonably free of such miscellaneous matter. Remove debris form site.
    - a. Apply lime evenly over the surface according to soil test analysis.
  - 9. Add two (2") inches of sand, per the previous definition, to all sports field areas and with laser technology evenly distribute the material to within <u>+</u> one half (1/2") inch of the designated slopes and elevations.
    - a. Blend materials to form root zone to a depth of 6 inches. Final laser grade to 1/4".
    - b. Add phosphorus and potassium (pre-plant fertilizer) as required by soil test analysis evenly over surface prior to seeding.
    - c. Roll the surface prior to seeding.
  - 10. Install the sprinkler heads as related to the surface at the appropriate elevation to accommodate turfgrass installation and carefully re-compact around the heads to prevent future settling. The irrigation system shall be tested and its proper operation thoroughly confirmed and demonstrated prior to seeding.
  - 11. Initiate seeding.
    - a. Seed shall be a seed mix comprised of

50% TTTF Rebel IV

30% Poa Pretensis P-105 Kentucky Bluegrass.

20% Perennial Rye Grass

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- b. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
- c. Sow at rate recommended for sportsfield playing surfaces.
- d. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

### 3.2 MAINTENANCE

- A. Maintain the fields until accepted by the Owner to assure a healthy and vigorous stand of grass and shall provide Owner with full instructions and review of the irrigation system for the subsequent care by the Owner. Contractor maintenance until acceptance by the Owner shall include, but not be limited to: fertilizing, mowing, weeding, watering and top dressing. Fields will not be accepted if they are not properly established, mowed, adequately level and free of weeds. Sports fields may be accepted on an individual basis by the Owner, as the construction is completed.
- B. Mowing shall be accomplished utilizing a rotary-mower and cut to a height appropriate for the season and approved by the Owner. Mowing shall be accomplished so as not to remove more than 1/3 of the leaf tissue per mowing.

## 3.3 CLEANUP

A. Police and clean up the entire project so that excess soil, sand, containers and debris are removed.

### END OF SECTION

#### SECTION 334100 – STORM DRAINAGE LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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#### **SECTION 33 41 00 - STORM DRAINAGE**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes gravity-flow, nonpressure storm drainage outside the building, with the following components:
  - 1. Precast concrete manholes.

#### 1.3 DEFINITIONS

- A. PE: Polyethylene plastic.
- B. PVC: Polyvinyl chloride plastic.
- C. HDPE: High density polyethylene plastic

#### 1.4 **PERFORMANCE REQUIREMENTS**

A. Gravity-Flow, Nonpressure, Drainage-Piping Pressure Rating: 4.5 PSI. Pipe joints shall be at least silt tight, unless otherwise indicated.

#### 1.5 SUBMITTALS

Shop Drawings: For the following:

- 1. Manholes: Include plans, elevations, sections, details, and frames and covers.
- 2. Catch Basins. Include plans, elevations, sections, details, and frames, covers, and grates.
- 3. Stormwater Detention Structures: Include plans, elevations, sections, details, frames and covers, design calculations, and concrete design-mix report.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.
- D. Handle catch basins according to manufacturer's written rigging instructions.

#### 1.7 PROJECT CONDITIONS

A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:

### SECTION 334100 – STORM DRAINAGE LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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- 1. Notify Owner no fewer than two days in advance of proposed interruption of service.
- 2. Do not proceed with interruption of service without Owner's written permission.

## PART 2 - PRODUCTS

### 2.1 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.

## 2.2 PE PIPE AND FITTINGS

- A. Corrugated PE Drainage Pipe and Fittings DN 250 and Smaller: AASHTO M 252M, Type S, with smooth waterway for coupling joints.
  - 1. Silttight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with tube and fittings.
  - 2. Corrugated PE Pipe and Fittings DN 250 to DN 1200: AASHTO M 294M, Type S, with smooth waterway for coupling joints.
  - 3. Silttight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with pipe and fittings.

## 2.3 CONCRETE PIPE AND FITTINGS

- A. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76M, with bell-and-spigot or groove and tongue ends and gasketed joints with ASTM C 443M, rubber gaskets.
  - 1. Class III, Wall B.
  - 2. Class IV, Wall B.
  - 3. Class V, Wall B.

### 2.4 NONPRESSURE-TYPE PIPE COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.
- B. Sleeve Materials:
  - 1. For Concrete Pipes: ASTM C 443M, rubber.
  - 2. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
  - 3. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
- C. Unshielded Flexible Couplings: Elastomeric sleeve with stainless-steel shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
- D. Nonpressure-Type Rigid Couplings: ASTM C 1461, sleeve-type reducing- or transition-type mechanical coupling molded from ASTM C 1440, TPE material with corrosion-resistant-metal tension band and tightening mechanism on each end.

## 2.5 CONCRETE

A. General: Cast-in-place concrete according to ACI 318/318R, ACI 350R, and the following:

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- 1. Cement: ASTM C 150, Type II.
- 2. Fine Aggregate: ASTM C 33, sand.
- 3. Coarse Aggregate: ASTM C 33, crushed gravel.
- 4. Water: Potable.
- B. Portland Cement Design Mix: 4000 PSI minimum, with 0.45 maximum water-cementitious materials ratio.
  - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
  - 2. Reinforcement Bars: ASTM A 615/A 615M, 60,000 PSI, deformed steel.
- C. Ballast and Pipe Supports: Portland cement design mix, 3000 PSI minimum, with 0.58 maximum water-cementitious materials ratio.
  - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
  - 2. Reinforcement Bars: ASTM A 615/A 615M, 60,000 PSI, deformed steel.

#### 2.6 CATCH BASINS

- A. Standard Precast Concrete Catch Basins: ASTM C 478M, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
  - 1. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
  - 2. Riser Sections: 4-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
  - 3. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
  - 4. Joint Sealant: ASTM C 990M, bitumen or butyl rubber.
  - 5. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and shape matching catch basin frame and grate. Include sealant recommended by ring manufacturer.
  - 6. Grade Rings: Include 2 or 3 reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch-diameter frame and grate.
  - 7. Pipe Connectors: ASTM C 923M, resilient, of size required, for each pipe connecting to base section.
- B. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for A-16, structural loading. Include flat grate with small square or short-slotted drainage openings.
  - 1. Size: 24 by 24 inch minimum, unless otherwise indicated.
  - 2. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

#### 2.7 STORMWATER INLETS

- A. Combination Inlets: Made with vertical curb and horizontal gutter openings, of materials and dimensions as indicated. Include heavy-duty frames and grates.
- B. Frames and Grates: As indicated.

### 2.8 STORMWATER DETENTION STRUCTURES

### SECTION 334100 – STORM DRAINAGE LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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- A. Cast-in-Place Concrete, Stormwater Detention Structures: Construct of reinforced-concrete bottom, walls, and top; designed according to ASTM C 890 for A-16 (ASSHTO HS20-44), heavy-traffic, structural loading; of depth, shape, dimensions, and appurtenances indicated.
  - 1. Ballast: Increase thickness of concrete, as required to prevent flotation.
- B. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, ductile-iron castings designed for heavy-duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch-diameter cover. Include indented top design with lettering "STORM SEWER" cast into cover.

## 2.9 PIPE OUTLETS

- A. Head Walls: Cast-in-place reinforced concrete, with apron and tapered sides.
- B. Riprap Basins: Broken, irregular size and shape, graded stone according to NSSGA's "Quarried Stone for Erosion and Sediment Control."
  - 1. Average Size: NSSGA No. R-3, screen opening 2-inch.

## 2.10 HDPE PIPE

A. HDPE pipe shall conform to the requirements of AASHTO M-294 and AASHTO MP7, TYPE S &D.

# PART 3 - EXECUTION

### 3.1 EARTHWORK

A. Excavation, trenching, and backfilling are specified in Division 31 Section "Earthwork."

### 3.2 PIPING APPLICATIONS

- A. Pipe couplings and special pipe fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.
  - 1. Use nonpressure-type flexible couplings where required to join gravity-flow, nonpressure sewer piping, unless otherwise indicated.
    - a. Unshielded flexible or rigid couplings for same or minor difference OD pipes.
- B. Gravity-Flow, Nonpressure Sewer Piping: Use any of the following pipe materials for each size range:DN 100 and DN 150: Corrugated PE drainage pipe and fittings, siltlight soiltight couplings, and coupled joints.DN 200 to DN 300: Corrugated PE drainage pipe and fittings in DN 200 and DN 250 and corrugated PE pipe and fittings in DN 300, siltlight couplings, and coupled joints.DN 375: Corrugated PE pipe and fittings, siltlight couplings, and coupled joints.DN 450 to DN 900: Corrugated PE pipe and fittings, siltlight couplings, and coupled joints.DN 450 to DN 900: Reinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints.

## 3.3 PIPING INSTALLATION

A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout

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take design considerations into account. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.

- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed by tunneling, jacking, or a combination of both.
- F. Install gravity-flow, nonpressure drainage piping according to the following:
  - 1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.
  - 2. Install piping **DN 150** and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place concrete supports or anchors.
  - 3. Install piping with minimum cover.
  - 4. Install piping below frost line.
  - 5. Install corrugated steel piping according to ASTM A 798/A 798M.
  - 6. Install PE corrugated sewer piping according to CPPA's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings."
  - 7. Install nonreinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."
  - 8. Install reinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."
  - 9. Installation of HDPE pipe shall be in accordance with ASTM recommended practice D-2321, AASHTO section 30, or with Section 550 of the Georgia DOT Standard Specifications, Construction of Roads and Bridges.

## 3.4 PIPE JOINT CONSTRUCTION

- A. Basic pipe joint construction is specified in Division 22 Section "Common Work Results for Plumbing." Where specific joint construction is not indicated, follow piping manufacturer's written instructions.
- B. Join gravity-flow, nonpressure drainage piping according to the following:
  - 1. Join corrugated PE piping according to CPPA 100 and the following:
    - a. Use silttight couplings for Type 1, silttight joints.
  - 2. Join nonreinforced-concrete sewer piping according to ASTM C 14M and ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints.
  - 3. Join reinforced-concrete sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints.
  - 4. Join dissimilar pipe materials with nonpressure-type flexible or rigid couplings.

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### 3.5 DRAIN INSTALLATION

- A. Install type of drains in locations indicated.
  - 1. Use light-duty, top-loading classification drains in earth or unpaved foot-traffic areas.
  - 2. Use medium-duty, top-loading classification drains in paved foot-traffic areas.
  - 3. Use heavy-duty, top-loading classification drains in vehicle-traffic service areas.
- B. Embed drains in 4-inch minimum depth of concrete around bottom and sides.
- C. Fasten grates to drains if indicated.
- D. Set drain frames and covers with tops flush with pavement surface.

### 3.6 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections according to ASTM C 891.
- C. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops above finished surface elsewhere, unless otherwise indicated.

### 3.7 CATCH BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

# 3.8 STORMWATER INLET AND OUTLET INSTALLATION

- A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.
- B. Construct riprap of broken stone, as indicated.
- C. Install outlets that spill onto grade, anchored with concrete, where indicated.

### 3.9 CONCRETE PLACEMENT

A. Place cast-in-place concrete according to ACI 318/318R.

## 3.10 IDENTIFICATION

- A. Materials and their installation are specified in Division 31 Section "Earthwork." Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.
  - 1. Use detectable warning tape over nonferrous piping and over edges of underground structures.

### 3.11 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 610 mm of backfill is in place, and again at completion of Project.
  - 1. Submit separate reports for each system inspection.

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- 2. Defects requiring correction include the following:
  - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
  - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
  - c. Crushed, broken, cracked, or otherwise damaged piping.
  - d. Infiltration: Water leakage into piping.
  - e. Exfiltration: Water leakage from or around piping.
- 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
- 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
  - 1. Do not enclose, cover, or put into service before inspection and approval.
  - 2. Test completed piping systems according to authorities having jurisdiction.
  - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
  - 4. Submit separate report for each test.
  - 5. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
    - a. Exception: Piping with soiltight joints unless required by authorities having jurisdiction.
    - b. Option: Test plastic piping according to ASTM F 1417.
    - c. Option: Test concrete piping according to ASTM C 924M.
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

### 3.12 CLEANING

A. Clean interior of piping of dirt and superfluous materials. Flush with potable water.

### END OF SECTION 33 41 00

# SECTION 334100 – STORM DRAINAGE LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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#### **SECTION 334616 - SITE SUBDRAINAGE**

#### PART 1 - GENERAL

### 1.1 SUMMARY

- A. This Section includes subdrainage systems for the following:
  - 1. Landscaped areas.

#### 1.2 **DEFINITIONS**

- A. HDPE: High-density polyethylene plastic.
- B. PE: Polyethylene plastic.
- C. PP: Polypropylene plastic.
- D. PS: Polystyrene plastic.
- E. PVC: Polyvinyl chloride plastic.
- F. Subdrainage: Drainage system that collects and removes subsurface or seepage water.

#### 1.3 SUBMITTALS

- A. Product Data: For the following:
  - 1. Perforated-wall pipe and fittings.
  - 2. Solid-wall pipe and fittings.
  - 3. Drainage conduits.
  - 4. Drainage panels.
  - 5. Geotextile filter fabrics.

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

#### 2.1 PIPING MATERIALS

A. Refer to the "Piping Applications" Article in Part 3 for applications of pipe, tube, fitting, and joining materials.

### 2.2 PERFORATED-WALL PIPES AND FITTINGS

- A. Perforated PE Pipe and Fittings:
  - 1. NPS 6 and Smaller: ASTM F 405 or AASHTO M 252, Type CP; corrugated, for coupled joints.
  - 2. NPS 8 and Larger: ASTM F 667; AASHTO M 252, Type CP; or AASHTO M 294, Type CP; corrugated; for coupled joints.
  - 3. Couplings: Manufacturer's standard, band type.

## 2.3 SOLID-WALL PIPES AND FITTINGS

### Page 2 of 6

- A. PE Drainage Tubing and Fittings: AASHTO M 252, Type S, corrugated, with smooth waterway, for coupled joints.
  - 1. Couplings: AASHTO M 252, corrugated, band type, matching tubing and fittings.
- B. PE Pipe and Fittings: AASHTO M 294, Type S, corrugated, with smooth waterway, for coupled joints.
  - 1. Couplings: AASHTO M 294, corrugated, band type, matching tubing and fittings.

#### 2.4 SPECIAL PIPE COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground non-pressure piping. Include ends of same sizes as piping to be joined and corrosion-resistant metal tension band and tightening mechanism on each end.
  - 1. Sleeve Materials:
    - a. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
    - b. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
  - 2. Unshielded Flexible Couplings: Elastomeric sleeve with corrosion-resistant metal tension band and tightening mechanism on each end.
  - 3. Shielded Flexible Couplings: ASTM C 1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant metal tension band and tightening mechanism on each end.

### 2.5 CLEANOUTS

A. PVC Cleanouts: ASTM D 3034, PVC cleanout threaded plug and threaded pipe hub.

#### 2.6 SOIL MATERIALS

A. Backfill, drainage course, impervious fill, and satisfactory soil materials are specified in Division 31 Section "Earthwork."

#### 2.7 GEOTEXTILE FILTER FABRICS

- A. Description: Fabric of PP or polyester fibers or combination of both, with flow rate range from 110 to 330 gpm/sq. ft. when tested according to ASTM D 4491.
  - 1. Structure Type: Nonwoven, needle-punched continuous filament or woven, monofilament or multifilament.
  - 2. Style(s): Flat and sock.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

A. Examine surfaces and areas for suitable conditions where subdrainage systems are to be installed.

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- B. If subdrainage is required for landscaping, locate and mark existing utilities, underground structures, and aboveground obstructions before beginning installation and avoid disruption and damage of services.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 EARTHWORK

A. Excavating, trenching, and backfilling are specified in Division 31 Section "Earthwork."

### 3.3 PIPING APPLICATIONS

- A. Underground Subdrainage Piping:
  - 1. Perforated PE pipe and fittings, couplings, and coupled joints.
- B. Header Piping:
  - 1. PE drainage tubing and fittings, couplings, and coupled joints.

## 3.4 CLEANOUT APPLICATIONS

- A. In Underground Subdrainage Piping:
  - 1. At Grade in Earth: PVC cleanouts.

### 3.5 LANDSCAPING DRAINAGE INSTALLATION

- A. Provide trench width to allow installation of drainage conduit. Grade bottom of trench excavations to required slope, and compact to firm, solid bed for drainage system.
- B. Lay flat-style geotextile filter fabric in trench and overlap trench sides.
- C. Place supporting layer of drainage course over compacted subgrade and geotextile filter fabric, to compacted depth of not less than 4 inches.
- D. Install drainage conduits as indicated in Part 3 "Piping Installation" Article for landscaping subdrainage with horizontal distance of at least 6 inches between conduit and trench walls. Wrap drainage conduits without integral geotextile filter fabric with flat-style geotextile filter fabric before installation. Connect fabric sections with adhesive or tape.
- E. Add drainage course to top of drainage conduits.
- F. After satisfactory testing, cover drainage conduit to within 12 inches of finish grade.
- G. Install drainage course and wrap top of drainage course with flat-style geotextile filter fabric.
- H. Place layer of flat-style geotextile filter fabric over top of drainage course, overlapping edges at least 4 inches.
- I. Fill to Grade: Place satisfactory soil fill material over drainage course. Place material in loosedepth layers not exceeding 6 inches. Thoroughly compact each layer. Fill to finish grade.

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### 3.6 PIPING INSTALLATION

- A. Install piping beginning at low points of system, true to grades and alignment indicated, with unbroken continuity of invert. Bed piping with full bearing in filtering material. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions and other requirements indicated.
  - 1. Plaza Deck Subdrainage: Install piping pitched down in direction of flow, at a minimum slope of 1.0 percent.
  - 2. Retaining-Wall Subdrainage: When water discharges at end of wall into stormwater piping system, install piping pitched down in direction of flow, at a minimum slope of 0.5 percent and with a minimum cover of 36 inches, unless otherwise indicated. However, when water discharges through wall weep holes, pipe may be installed with a minimum slope of zero percent.
  - 3. Landscaping Subdrainage: Install piping pitched down in direction of flow, at a minimum slope of 0.5 percent and with a minimum cover of 36 inches, unless otherwise indicated.
  - 4. Lay perforated pipe with perforations down.
  - 5. Excavate recesses in trench bottom for bell ends of pipe. Lay pipe with bells facing upslope and with spigot end entered fully into adjacent bell.
- B. Use increasers, reducers, and couplings made for different sizes or materials of pipes and fittings being connected. Reduction of pipe size in direction of flow is prohibited.
- C. Install PE piping according to ASTM D 2321.

#### 3.7 PIPE JOINT CONSTRUCTION

- A. Join PE pipe, tubing, and fittings with couplings for soil-tight joints according to AASHTO's "Standard Specifications for Highway Bridges," Division II, Section 26.4.2.4, "Joint Properties."
- B. Join perforated, PE pipe and fittings with couplings for soil-tight joints according to AASHTO's "Standard Specifications for Highway Bridges," Division II, Section 26.4.2.4, "Joint Properties"; or according to ASTM D 2321.
- C. Special Pipe Couplings: Join piping made of different materials and dimensions with special couplings made for this application. Use couplings that are compatible with and fit materials and dimensions of both pipes.

### 3.8 CLEANOUT INSTALLATION

- A. Cleanouts for Retaining-Wall and Landscaping Subdrainage:
  - 1. Install cleanouts from piping to grade. Locate cleanouts at beginning of piping run and at changes in direction. Install fittings so cleanouts open in direction of flow in piping.
  - 2. In vehicular-traffic areas, use NPS 4 cast-iron soil pipe and fittings for piping branch fittings and riser extensions to cleanout. Set cleanout frames and covers in a cast-in-place concrete anchor, 18 by 18 by 12 inches in depth. Set top of cleanout flush with grade. Cast-iron pipe may also be used for cleanouts in non-vehicular-traffic areas.
  - 3. In non-vehicular-traffic areas, use NPS 4 PVC pipe and fittings for piping branch fittings and riser extensions to cleanout. Set cleanout frames and covers in a cast-in-place concrete anchor, 12 by 12 by 4 inches in depth. Set top of cleanout plug 1 inch above grade.

#### 3.9 CONNECTIONS

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- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect low elevations of subdrainage system to solid-wall-piping storm drainage system where shown.

#### 3.10 IDENTIFICATION

- A. Materials and their installation are specified in Division 31 Section "Earthwork." Arrange for installation of green warning tapes directly over piping.
  - 1. Install detectable warning tape over nonferrous piping and over edges of underground structures.

#### 3.11 FIELD QUALITY CONTROL

A. Testing: After installing drainage course to top of piping, test drain piping with water to ensure free flow before backfilling. Remove obstructions, replace damaged components, and repeat test until results are satisfactory.

#### 3.12 CLEANING

A. Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe at end of each day or when work stops.

#### END OF SECTION

#### SECTION 334616 – SITE SUBDRAINAGE LD# 23131 HERITAGE PARK – ADA IMPROVEMENTS

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NOTES:
-REVISIONS WERE MADE ON AGI FILES ORIGINALLY PROVIDED BY SALES.

-PLAYGROUND FEATURES ARE NOT MODELED MAKING VALUES TO BE CONSIDERED APPROXIMATE. -BACKGROUND IS A PDF EXPORTED TO DWG, VALUES AND LOCATIONS ARE TO CONSIDERED AS APRROXIMATE. -ONLY SPECIFIED AREAS WERE INCLUDED IN CALCULATIONS.

-ONLY SPECIFIED LUMINAIRES WERE INCLUDED.

-LUMIANIRE LOCATIONS, MOUNTING HEIGHTS AND OUTPUTS WERE SPECIFIED. -PROPERTY LINE WAS NOT INCLUDED DUE TO LACK OF INFORMATION.

-LUMIANIRE SYMBOLS HAVE BEEN MAGNIFIED FOR LEGIBILITY PURPOSES.

Symbol	Qty	Label	Arrangement	Luminaire	LLF	Luminaire	Total	Description	[MANUFAC]
-				Lumens		Watts	Watts		
	4	SLA	Single	29231	1.000	272	1088	VMX-II_T4_80LC_10_4K_ies	Visionaire Lighting LLC
	4	SLA-BB	Back-Back	29231	1.000	272	2176	VMX-II_T4_80LC_10_4K_ies	Visionaire Lighting LLC

Calculation Summary									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Point Spacing	Calc. Plane Height
PARKING AND DRIVE	Illuminance	Fc	4.81	14.4	0.8	6.01	18.00	10	0
PLAYGROUND	Illuminance	Fc	11.09	14.8	7.6	1.46	1.95	4	0
SIDEWALK_A	Illuminance	Fc	12.60	19.9	4.2	3.00	4.74	4	0
SIDEWALK B	Illuminance	Fc	5.54	7.0	4.2	1.32	1.67	4	0



TARGETING: AS SPECIFIED



		С С И И		
Disclaimer:	within the SESCO Lighting provides this photometric report for purposes of comparison within the SESCO Lighting product line only. The information provided is based on standardized industry procedures.	This laboratory performance will always differ from that observed in the field due to a great number of variables, both known and unknown (installation methods, power quality, lamping, recoverable and non-recoverable light loss factors, etc.)	In general, SESCO Lighting considers numerical studies to be predictive in that they cannot characterize the visual performance of any luminaire, single or grouped. As such, specification decisions must be thoroughly based upon	experience, consultation with the manufacturer, and, above all, common sense.
Sales Rep: WHITNEY KAUL	Office: KNOXVILLE, TENNESSEE	Contact: (865) 633-9288	Processed By: BRADY ISBILL & A.MAUE	Filename: 05-13-2025- HERITAGE PARK - SITE CALC.AGI
		ATHENS - HERITAGE PARK		
D	ate: Pag	:5/13 je 1 c	/202 of 1	25



#### **Ordering Information**

MODEL	OPTICS	LEDs	CURRENT	KELVIN	VOLTAGE	MOUNTING	FINISH	OPTIONS	OPTIONS	OPTIONS
VSX-II	<b>T1</b> Type 1	16LC	<b>3</b> 350mA	<b>3K</b> 3000K	<b>UNV</b> 120-277V	<b>AM</b> Arm Mount	<b>BZ</b> Bronze	PCR-120 PCR-208	WSC-8 Motion Sensor	UPMA-S Universal
	<b>T2</b> Type 2	32LC	<b>5</b> 530mA	<b>4K</b>	<b>8</b> 347V	SAM Straight Arm	<b>BK</b> Black	PCR-240 PCR-277	Height	Pole Mount Adaptor
	_T3	48LC	<b>7</b> 700mA	4000K	<b>5</b> 480V	Terminal Block (New Construction)	SBK Smooth	PCR-347 PCR-480	Motion Sensor 9-20' Mounting Height	UPMA-R Universal Round Pole
	Type 3		<b>10</b> 1050mA	5000K		<b>UAM</b> Universal ArmW/	WH	Photocell & Receptacle	WSC-40 Motion Sensor	Adaptor BAWP
	Type 4					Terminal Block Mount (Retrofit)	SWH	5PINPER	21-40' Mounting Height *The WSC option	Cast Wall Plate
	<b>T4A</b> Type 4 Automotive					MAF Mast Arm Fitter	White	3, 5, or 7 Pin Photo Receptacle	(1) FSIR 100 remote for programing	Rotated Optics Right Side
	<b>T5</b> Type 5					Knuckle Mount	Graphite	Requires Dimming Driver	<b>UMAP</b> Universal Mast	ROT-L Rotated Optics
	T5W					Wall Mount *Requires BAWP	Grey	<b>DIM</b> 0-10v Dimming Driver	arm fitter	Left Side CLS Backsido
	Wide					<b>AWM</b> Adjustable Wall Mount	SIlver Metallic	RPP-3" RPP-4"	Egg Crate Louver Shield	*Not to be used with KM
	<b>T5WR</b> Type 5 Wide Round					*Round Pole Plate Adapters (RPP) are to be ordered	Custom Color	<b>RPP-5"</b> Round Pole Plate Adaptor	Adjustable Louver Light Shield	RCLS Rightside cutoff shield *Not to be used with KM
						*BAWP to be ordered		VWC Visionaire Wireless Controls	<b>BD</b> Barn Door Shield	Leftside cutoff shield
						separately		*Consult Factory		<sup>^</sup> Not to be used with KM <b>HS</b> House shield

#### Housing

Cast aluminum LED housing with integral cooling fins for thermal management.

#### Mounting Arm/Driver Compartment

Durable two-piece die cast aluminum driver compartment utilizes stainless steel hardware and sealed with a one-piece silicone gasket.

#### **Thermal Management**

• The VSX-II series provides excellent thermal management by mounting the LEDs to the substantial heat sink of the housing. This enables the Luminaire to withstand higher ambient temperatures and driver currents without degrading LED life.

• The L70 test determines the point in an LEDs life when it reaches 70 percent of its initial output. The VSX-II series LEDs have been determined to last 100,000+ hours in 25° C environments when driven at 350 mA.

#### **Optical System**

• The highest lumen output LEDs are utilized in the VSX-II series. IES distribution Types I, II, III, IV, IV-A , V, V-W and V-WR are available. The optical system qualifies as IES full cutoff to restrict light trespass, glare and light pollution.

CRI values are 70.

#### **Quali-Guard® Finish**

The finish is a Quali-Guard® textured, chemically pretreated through a multiple-stage washer, electrostatically applied, thermoset polyester powder coat finish, with a minimum of 3-5 millimeter thickness. Finish is oven-baked at 400° F to promote maximum adherence and finish hardness. All finishes are available in standard and custom colors.
 Finish is guaranteed for five (5) years.

#### **Electrical Assembly**

 $\cdot$  The VSX-II LED series is supplied with a choice of 350, 530, 700 or 1050 mA high-performance LED drivers that accept 120v thru 480v, 50 Hz to 60 Hz, input. Power factor of 90%. Rated for -40°C operations.

10 kV surge protector supplied as standard.

 $\boldsymbol{\cdot}$  Terminal block supplied as standard on AM, SAM and UAM as standard

#### Warranty

• Five (5) year Limited Warranty on entire system, including finish. For full warranty information, please visit visionairelighting.com.

#### Options

- Photocell & Receptacle
- Photo Receptacle and Shorting Cap
- 0-10v Dimming Driver
- Motion Sensor
- Round pole plate adapter
- Universal Pole Mount Adaptor
- · Cast Wall Plate
- Rotated Optics
- Visionaire Wireless Controls
- Enables high end trim
- Based on Zigbee wireless communication protocol

#### Listings

- The VSX-II Series is cUL Listed
- IP65 Rated Housing
- ANSI Certification
- Powder Coated Tough
- IDA Certification
- DLC listed







DesignLights Consortium (DLC) qualified Product. Some configurations of this product family may not be DesignLights Consortium (DLC) listed, please refer to the DLC qualified products list to confirm listed configurations. http://www.designlights.org/

3000K must be selected with a fixed mount for IDA certification

Fixed mount must be selected for IDA dark sky certification.

VSX-II - Electrical Load (A)													
Ordering Nomenclature	System Watts	120V	208V	240V	277V	347V	480V						
VSX-II-T5-16LC-3	18	0.15	0.09	0.08	0.06	0.05	0.04						
VSX-II-T5-16LC-5	26	0.22	0.13	0.11	0.09	0.07	0.05						
VSX-II-T5-16LC-7	37	0.31	0.18	0.15	0.13	0.11	0.08						
VSX-II-T5-16LC-10	56	0.47	0.27	0.23	0.20	0.16	0.12						
VSX-II-T5-32LC-3	37	0.31	0.18	0.15	0.13	0.11	0.08						
VSX-II-T5-32LC-5	52	0.43	0.25	0.22	0.19	0.15	0.11						
VSX-II-T5-32LC-7	74	0.62	0.36	0.31	0.27	0.21	0.15						
VSX-II-T5-32LC-10	112	0.93	0.54	0.47	0.40	0.32	0.23						
VSX-II-T5-48LC-3	55	0.46	0.26	0.23	0.20	0.16	0.11						
VSX-II-T5-48LC-5	78	0.65	0.38	0.33	0.28	0.22	0.16						
VSX-II-T5-48LC-7	105	0.88	0.50	0.44	0.38	0.30	0.22						
VSX-II-T5-48LC-10	160	1.33	0.77	0.67	0.58	0.46	0.33						

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#### **Photometric Optical Summary**



#### Dimensions

Width:	VSX-II	12.5"
Depth:	VSX-II	23"
Height:	VSX-II	4"
<b>Overall Height:</b>	VSX-II	8"
Weight:	25 LBS	3





Egg Crate Light Shield

#### VSX-II Options

#### Universal Mast Arm Fitter

**UMAP – The Universal Mast Arm Fitter** is a simple solution for retrofit applications where a fixture needs to mount to an existing pole, the UMAP is meant to be use to with knuckle mounts and also Mast Arm Fitters. The UMAP has a bolt slot ranging from 7" all the way down to 3.5". The UMAP also has a Round Pole Plate Adaptor (RPP) for mounting to round poles.



Adjustable Louver Light Shield







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#### Arm Mount (AM)

The Arm Mount (AM) utilizes a 2 piece cleat system for easy installation, a terminal block is supplied as standard. A Round Pole Plate Adapter (RPP) is required for mounting to round poles.



#### Straight Arm Mount (SAM)

The Straight Arm Mount (SAM) uses a 2 piece mounting system, a terminal block is supplied as standard. A Round Pole Plate Adapter (RPP) is required for mounting to round poles.



#### Universal Arm Mount (UAM)

The Unviersal Arm Mount (UAM) is meant for retrofit Applications and has a drilling templat raning from 3" to 5.5". A Round Pole Plate Adapter (RPP) is required for mounting to round poles.



### **VISIONAIRE LIGHTING**

VL-PA-ING-001-F37

### LED Specifications **VSX-II**

#### Mast Arm Fitter (MAF)

Mast Arm Fitter fits over a 1 5/8" - 2 3/8" tenon.



#### Knuckle Mount (KM)

An adjustable knuckle slip fits over a 2 3/8" Tenon, and allows for up to 90° degrees of vertical adjustment in 10° degree increments from horizontal, as well as full side to side adjustment.



#### Adjustable Wall Mount (AWM) Wall Mount - Adjustable up to 50° in 10° increments.



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Twist lock Photocell & Receptacle - Dusk to dawn sensor. Photocell Receptacle and Shorting Cap ¬€ Cast Wall Plate -Round Pole Plate Adaptor (RPP) - Round Pole Plate Adaptor (RPP) to be Arm Mount Wall Plate is used with round pole. needed to wall mount the VSX-II. Motion Sensor -Motion Sensor (for SAM, UAM, MAF, KM, WM, AWM) -\* This option will require \*This option will require one FSIR 100 remote for programing. one FSIR 100 remote for programing. \*Motion Sensor for Arm Mount (AM) Configuration shown Motion Sensor for Standard Arm Mount (SAM), Universal Arm Mount (UAM), Mast Arm Fitter (MAF), Knuckle Mount (KM), Adjustable Wall Mount (AWM), Wall Mount (WM) Configuration shown Motion Sensor Default Settings The FSP-211 by Legrand is integrated into the VSX housing and provides multi-level control **High Mode** 0 Volts based on motion and/or daylight contribution. Low Mode 1 Volts 5 Minutes Lens Coverage Patterns: **Time Delay** Cut Off 1 Hour 360° lens, maximum coverage 48'; WSC-8 diameter from 8' height Sensitivity Maximum Hold Off Set Point 4ft 360° lens, maximum coverage 48'; WSC-20 diameter from 20' height Candles N/A Ramp Up None 360° lens, maximum coverage 100'; WSC-40 diameter from 40' height Fade Down None Force Off Set Point With Occupied Disable

### LED Specifications **VSX-II**



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VSX-II - 3K Lumen Data													
#LED's	mA	Type 1	Type 2	Type 3	Type 4	Type 4A	Type 5	Type 5W	Type 5WR	Watts			
	350	2413	2220	2238	2190	2422	2359	2231	2187	18			
16	530	3237	2978	3002	2938	3249	3165	2993	2935	26			
10	700	4273	3931	3963	3878	4289	4177	3950	3874	37			
	1050	6049	5565	5610	SX-II - 3K Lumen Data      Type 3      Type 4      Type 4A      Type 5      Type 5W      Type 5WR      1        2238      2190      2422      2359      2231      2187      1        3002      2938      3249      3165      2993      2335      1        3963      3878      4289      4177      3950      3874      1        5610      5490      6071      5913      5592      5484      1        4506      4410      4876      4750      4492      4405      1        6046      5917      6643      6373      6026      5910      1        11219      10980      12141      11826      11184      10967      1        6759      6615      7315      7125      6738      6607      1        11970      11715      12954      12617      11932      11701      1        16829      16470      18212      17739      16755      16451      1        535      2305      2549      2483	56							
	350	4859	4470	4506	4410	4876	4750	4492	4405	37			
32	530	6519	5997	6046	5917	6543	6373	6026	5910	52			
-	700	8604	7916	7980	7810	8636	8412	7955	7801	74			
	1050	12097	11130	11219	10980	12141	11826	11184	10967	112			
	350	7288	6705	6759	6615	7315	7125	6738	6607	55			
48	530	9778	8996	9069	8875	9814	9559	9040	8865	78			
	700	12906	11874	11970	11715	12954	12617	11932	11701	105			
	1050	18146	16694	16829	16470	18212	17739	16775	16451	160			
		<sup>^</sup>		VSX-II -	4K Lumen	Data		<u></u>	Î				
#LED's	mA	Type 1	Type 2	Туре 3	Type 4	Type 4A	Type 5	Type 5W	Type 5WR	Watts			
	350	2540	2337	2355	2305	2549	2483	2348	2320	18			
16	530	3408	3135	3160	3093	3420	3331	3150	3113	26			
	700	4498	4138	4171	4082	4514	4397	4158	4109	37			
	1050	6367	5858	5905	5779	6390	6224	5886	5816	56			
	350	5114	4705	4743	4642	5133	5000	4728	4672	37			
32	530	6862	6313	6364	6228	6887	6708	6344	6268	52			
-	700	9057	8333	8400	8221	9090	8854	8373	8273	74			
	1050	12734	11715	11810	11558	12781	12448	11772	11632	112			
	350	7671	7058	7115	6963	7700	7500	7092	7008	55			
48	530	10293	9470	9546	9342	10331	10062	9516	9402	78			
	700	13586	12499	12600	12331	13636	13281	12560	12410	105			
	1050	19101	17573	17715	17337	19171	18673	17658	17448	160			
				VSX-II -	5K Lumer	n Data							
#LED's	mA	Type 1	Type 2	Туре 3	Type 4	Type 4A	Type 5	Type 5W	Type 5WR	Watts			
	350	2437	2242	2260	2212	2446	2383	2253	2210	18			
16	530	3270	3008	3033	2968	3282	3197	3023	2965	26			
-	700	4316	3971	4003	3918	4332	4219	3990	3913	37			
	1050	6110	5621	5666	5545	6132	5973	5648	5539	56			
	350	4908	4515	4552	4454	4926	4798	4537	4449	37			
32	530	6585	6058	6107	5977	6609	6437	6087	5970	52			
-	700	8691	7996	8061	7889	8723	8496	8035	7880	74			
	1050	12219	11242	11333	11091	12264	11945	11297	11078	112			
	350	7362	6773	6827	6682	7389	7197	6806	6674	55			
48	530	9877	9087	9160	8965	9913	9656	9131	8954	78			
	700	13037	11994	12091	11833	13085	12745	12052	11819	105			
	1050	18329	16863	16999	16636	18396	17918	16945	16617	160			

VSX-II - 3K Lumen Per Watt Data													
#LED's	mA	Type 1	Type 2	Туре 3	Type 4	Type 4A	Type 5	Type 5W	Type 5WR				
	350	134	123	124	122	135	131	124	122				
16	530	125	115	115	113	125	122	Type 5Type 5W131124122115112107106100128121123116114108106100130123123116120114121105122114123116124117125Type 5W138130128121119112119112131105135128129122120113136129129122126120136129127110136129128125129125129125136129137116138125139125129125129125121108132125123116134123124117135109107101131124124117125106	113				
	700	115	106	107	105	116	113	107	105				
	1050	108	99	100	98	108	106	Type 5W      1        124      1        107      1        107      1        100      1        116      1        108      1        108      1        116      1        100      123        116      1        1130      1        112      1        112      1        112      1        112      1        112      1        123      1        124      1        125      1        129      1        120      1        121      1        122      1        123      1        124      1        125      1        125      1        125      1        108      1        123      1        124      1        125      1        109      1        124	98				
	350	131	121	122	119	132	128	121	119				
32	530	125	115	116	114	126	123	116	114				
	700	116	107	108	106	117	114	108	105				
	1050	108	99	100	98	108	106	100	98				
	350	133	122	123	120	133	130	123	120				
48	530	125	115	116	114	126	123	116	114				
	700	123	113	114	112	123	120	114	111				
	1050	113	104	105	103	114	111	105	103				
		VS	SX-II - 4K L	umen Per	Watt Data			1					
#LED's	mA	Type 1	Type 2	Туре 3	Type 4	Type 4A	Type 5	Type 5W	Type 5WR				
	350	141	130	131	128	142	138	130	129				
16	530	131	121	122	119	132	128	121	120				
	700	122	112	113	110	122	119	112	111				
	1050	114	105	105	103	114	111	105	104				
	350	138	127	128	125	139	135	128	126				
32	530	132	121	122	120	132	129	122	121				
	700	122	113	114	111	123	120	113	112				
	1050	114	105	105	103	114	111	105	104				
	350	139	128	129	127	140	136	129	127				
48	530	132	121	122	120	132	129	122	121				
	700	129	119	120	117	130	126	120	118				
	1050	119	110	111	108	120	117	110	109				
		VS	6X-II - 5K L	umen Per	Watt Data								
#LED's	mA	Type 1	Type 2	Туре 3	Type 4	Type 4A	Type 5	Type 5W	Type 5WR				
	350	135	125	126	123	136	132	125	123				
16	530	126	116	117	114	126	123	116	114				
	700	117	107	108	106	117	114	108	106				
	1050	109	100	101	99	110	107	101	99				
	350	133	122	123	120	133	130	123	120				
32	530	127	117	117	115	127	124	117	115				
	700	117	108	109	107	118	115	109	106				
	1050	109	100	101	99	110	107	101	99				
	350	134	123	124	121	134	131	124	121				
48	530	127	117	117	115	127	124	117	115				
	700	124	114	115	113	125	121	115	113				
	1050	115	105	106	104	115	112	106	104				

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VSX-II - 3K BUG Data																									
		<u> </u>	Туре	e 1		Туре	2	T	уре	3	Т	уре	4	יד	ype 4	1A	Т	уре	5	Ту	pe {	5W	Тур	e T5	WR
#LED's	mA	В	υ	G	В	U	G	В	U	G	В	U	G	В	U	G	В	U	G	В	U	G	В	U	G
	350	1	0	1	1	0	1	0	0	1	1	0	1	1	0	1	1	0	1	2	0	1	2	0	1
	530	2	0	2	1	0	1	1	0	1	1	0	1	1	0	1	2	0	1	2	0	1	2	0	1
10	700	2	0	2	1	0	2	1	0	1	1	0	1	1	0	1	2	0	1	2	0	1	3	0	1
	1050	3	0	3	1	0	2	1	0	1	1	0	2	1	0	1	3	0	1	3	0	1	3	0	1
	350	2	0	2	1	0	2	1	0	1	1	0	1	1	0	1	2	0	1	3	0	1	3	0	1
20	530	3	0	3	1	0	2	1	0	2	1	0	2	1	0	1	3	0	1	3	0	1	3	0	1
52	700	3	0	3	2	0	3	1	0	2	2	0	2	1	0	1	3	0	1	3	0	2	3	0	2
	1050	3	0	3	2	0	3	2	0	2	2	0	2	2	0	1	3	0	2	4	0	2	4	0	2
	350	3	0	3	2	0	2	1	0	2	1	0	2	1	0	1	3	0	1	3	0	1	3	0	2
	530	3	0	3	2	0	3	1	0	2	2	0	2	2	0	1	3	0	2	3	0	2	3	0	2
48	700	3	0	3	2	0	3	2	0	2	2	0	3	2	0	2	3	0	2	4	0	2	4	0	2
	1050	4	0	4	3	0	3	2	0	3	3	0	3	2	0	2	4	0	2	4	0	2	4	0	2
VSX-II - 4K BUG Data																									
		· ·	Туре	ə 1		Туре	2	Т	уре	3	Т	уре	4	T	ype 4	1A	Т	уре	5	Ту	pe {	5W	Тур	be T5	WR
#LED's	mA	В	U	G	В	U	G	В	U	G	в	U	G	В	U	G	в	U	G	B	U	G	В	U	G
	350	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	2	0	1	2	0	1
	530	2	0	2	1	0	1	1	0	1	1	0	1	1	0	1	2	0	1	2	0	1	2	0	1
16	700	2	0	2	1	0	2	1	0	1	1	0	1	1	0	1	2	0	1	2	0	1	3	0	1
	1050	3	0	3	1	0	2	1	0	2	1	0	2	1	0	1	3	0	1	3	0	1	3	0	1
	350	2	0	2	1	0	2	1	0	1	1	0	1	1	0	1	2	0	1	3	0	1	3	0	1
	530	3	0	3	2	0	2	1	0	2	1	0	2	1	0	1	3	0	1	3	0	1	3	0	1
32	700	3	0	3	2	0	3	1	0	2	2	0	2	1	0	1	3	0	1	3	0	2	3	0	2
	1050	3	0	3	2	0	3	2	0	2	2	0	3	2	0	2	3	0	2	4	0	2	4	0	2
	350	3	0	3	2	0	2	1	0	2	2	0	2	1	0	1	3	0	1	3	0	1	3	0	2
	530	3	0	3	2	0	3	1	0	2	2	0	2	2	0	1	3	0	2	3	0	2	4	0	2
48	700	3	0	3	2	0	3	2	0	2	2	0	3	2	0	2	3	0	2	4	0	2	4	0	2
	1050	4	0	4	3	0	4	2	0	3	3	0	3	2	0	2	4	0	2	4	0	2	4	0	2
	<u> </u>			Ļ,	VSX	-II - :	5K E		Da	ta			<u> </u>							L	<u> </u>	I			
	[	· ·	Τγρε	e 1		Type	2	Т	vpe	3	Т	vpe	4	T	vpe 4	1A	Т	vpe	5	Т	pe {	5W	Typ	be T5	WR
#LED's	mA	В	U	G	В	U	G	В	U	G	В	U	G	В	U	G	в	U	G	B	U	G	В	U	G
	350	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	2	0	1	2	0	1
	530	2	0	2	1	0	1	1	0	1	1	0	1	1	0	1	2	0	1	2	0	1	2	0	1
16	700	2	0	2	1	0	2	1	0	1	1	0	1	1	0	1	2	0	1	2	0	1	3	0	1
	1050	3	0	3	1	0	2	1	0	1	1	0	2	1	0	1	3	0	1	3	0	1	3	0	1
	350	2	0	2	1	0	2	1	0	1	1	0	1	1	0	1	2	0	1	3	0	1	3	0	1
	530	3	0	3	1	0	2	1	0	2	1	0	2	1	0	1	3	0	1	3	0	1	3	0	1
32	700	3	0	3	2	0	3	1	0	2	2	0	2	1	0	1	3	0	1	3	0	2	3	0	2
	1050	3	0	3	2	0	3	2	0	2	2	0	2	2	0	1	3	0	2	4	0	2	4	0	2
	350	3	0	3	2	0	2	1	0	2	1	0	2	1	0	1	3	0	1	3	0	1	3	0	2
	530	3	0	3	2	0	3	1	0	2	2	0	2	2	0	1	3	0	2	3	0	2	3	0	2
48	700	3	0	3	2	0	3	2	0	2	2	0	3	2	0	2	3	0	2	4	0	2	4	0	2
	1050	4	0	4	3	0	3	2	0	3	3	0	3	2	0	2	4	0	2	4	0	2	4	0	2
			Ŭ		Ŭ	Ľ	Ľ		Ŭ	Ľ	Ľ	Ľ	Ľ	_			<u> </u>	Ľ	Ľ		Ľ		L .	Ľ	Ē

### **Bug Rating -**

The subzones are individually rated on a scale from 0 to 5, going from lowest to highest luminous flex. The highest rating of a subzone is considered the overall rating for that zone, and these readings are compiled into the BUG lighting classification: for example, B3 U1 G0. The tables below, which are based on the standards established by the IES, show the thresholds for each subzone.



	VSX-II Cutoff Louver Shield - 3K Lumen Data *Not to be used with KM													
# of LEDs	Current (mA)	Type 1	Type 2	Туре 3	Type 4	Type 4A	Type 5	Type 5W	Watts					
	350	2028	1866	1881	1841	2036	1983	1875	18					
16	530	2721	2504	2524	2470	2731	2660	2516	26					
	700	3592	3305	3331	3260	3605	3512	3321	37					
	1050	5085	4678	4716	4615	5103	4971	4701	56					
	350	4084	3758	3788	3707	4099	3993	3776	37					
20	530	5480	5042	5082	4974	5500	5357	5066	52					
52	700	7233	6655	6708	6565	7260	7071	6687	74					
	1050	10170	9356	9432	9230	10207	9942	9402	112					
	350	6127	5637	5682	5561	6149	5989	5664	55					
48	530	8220	7563	7624	7461	8250	8036	7599	78					
	700	10850	9982	10063	9848	10890	10607	10031	105					
	1050	15254	14034	14147	13846	15310	14913	14102	160					
		VSX-II Cu	utoff Louver S	Shield - 4K Lu	imen Data *N	ot to be used	with KM							
# of LEDs	Current (mA)	Type 1	Type 2	Туре 3	Type 4	Type 4A	Type 5	Type 5W	Watts					
	350	2135	1964	1980	1938	2143	2087	1974	18					
16	530	2865	2636	2657	2600	2875	2800	2648	26					
	700	3781	3479	3507	3432	3795	3696	3496	37					
	1050	5352	4924	4964	4858	5372	5232	4948	56					
	350	4299	3956	3987	3902	4315	4203	3975	37					
20	530	5769	5307	5350	5236	5790	5639	5333	52					
52	700	7614	7005	7062	6911	7642	7443	7039	74					
	1050	10705	9849	9928	9716	10744	10465	9896	112					
	350	6449	5933	5981	5854	6473	6305	5962	55					
48	530	8653	7961	8025	7854	8685	8459	7999	78					
	700	11421	10508	10592	10366	11463	11165	10559	105					
	1050	16057	14773	14892	14574	16116	15697	14845	160					
		VSX-II Cu	utoff Louver S	Shield - 5K Lu	imen Data *N	ot to be used	with KM							
# of LEDs	Current (mA)	Type 1	Type 2	Туре 3	Type 4	Type 4A	Type 5	Type 5W	Watts					
	350	2033	1871	1886	1846	2041	1988	1880	18					
16	530	2728	2510	2530	2476	2738	2667	2522	26					
	700	3601	3313	3340	3269	3614	3520	3329	37					
	1050	5098	4690	4728	4627	5116	4983	4713	56					
	350	4095	3767	3798	3717	4110	4003	3785	37					
20	530	5494	5054	5095	4987	5514	5371	5079	52					
32	700	7251	6671	6725	6582	7278	7089	6704	74					
	1050	10195	9380	9455	9254	10232	9967	9425	112					
	350	6142	5651	5696	5575	6165	6004	5678	55					
48	530	8241	7582	7643	7480	8271	8056	7618	78					
-10	700	10877	10007	10088	9873	10917	10633	10056	105					
	1050	15293	14069	14183	13880	15349	14950	14138	160					

VSX-II Cutoff Louver Shield - 3K Lumen Per Watt Data *Not to be used with KM													
# of LEDs	Current (mA)	Type 1	Type 2	Туре 3	Type 4	Type 4A	Type 5	Type 5W	Watts				
	350	113	104	105	102	113	110	104	18				
16	530	105	96	97	95	105	102	97	26				
10	700	97	89	90	88	97	95	90	37				
	1050	91	84	84	82	91	89	84	56				
	350	110	102	102	100	111	108	102	37				
20	530	105	97	98	96	106	103	97	52				
32	700	98	90	91	89	98	96	90	74				
	1050	91	84	84	82	91	89	84	112				
	350	111	102	103	101	112	109	103	55				
19	530	105	97	98	96	106	103	97	78				
40	700	103	95	96	94	104	101	96	105				
	1050	95	88	88	87	96	93	88	160				
	,	VSX-II Cutoff	Louver Shield	d - 4K Lumen	Per Watt Dat	a *Not to be	used with KM	1					
# of LEDs	Current (mA)	Type 1	Type 2	Туре 3	Type 4	Type 4A	Type 5	Type 5W	Watts				
	350	119	109	110	108	119	116	110	18				
16	530	110	101	102	100	111	108	102	26				
10	700	102	94	95	93	103	100	94	37				
	1050	96	88	89	87	96	93	88	56				
	350	116	107	108	105	117	114	107	37				
20	530	111	102	103	101	111	108	103	52				
52	700	103	95	95	93	103	101	95	74				
	1050	96	88	89	87	96	93	88	112				
	350	117	108	109	106	118	115	108	55				
48	530	111	102	103	101	111	108	103	78				
40	700	109	100	101	99	109	106	101	105				
	1050	100	92	93	91	101	98	93	160				
	,	VSX-II Cutoff	Louver Shield	d - 5K Lumen	Per Watt Dat	a *Not to be	used with KM	1					
# of LEDs	Current (mA)	Type 1	Type 2	Туре 3	Type 4	Type 4A	Type 5	Type 5W	Watts				
	350	113	104	105	103	113	110	104	18				
16	530	105	97	97	95	105	103	97	26				
	700	97	90	90	88	98	95	90	37				
	1050	91	84	84	83	91	89	84	56				
	350	111	102	103	100	111	108	102	37				
20	530	106	97	98	96	106	103	98	52				
32	700	98	90	91	89	98	96	91	74				
	1050	91	84	84	83	91	89	84	112				
	350	112	103	104	101	112	109	103	55				
49	530	106	97	98	96	106	103	98	78				
-0	700	104	95	96	94	104	101	96	105				
	1050	96	88	89	87	96	93	88	160				

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VSX-II Cutoff Louver Shield - 3K BUG Data *Not to be used with KM																											
# of LEDs	Current (mA)	Т	Type 1			Гуре	2	1	Гуре	3	Т	Type 4			Type 4A			Type 5			Type 5W			pe 5'	WR	Watta	
		в	U	G	в	U	G	В	U	G	в	U	G	в	U	G	в	U	G	в	U	G	в	U	G	walls	
16	350	1	0	1	0	0	1	1	0	1	1	0	1	0	0	1	1	0	1	1	0	1	1	0	1	18	
	530	1	0	1	1	0	1	1	0	1	1	0	1	0	0	1	1	0	1	1	0	1	1	0	1	26	
	700	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	37	
	1050	2	0	2	1	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	56	
32	350	1	0	2	1	0	2	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	37	
	530	2	0	2	1	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	52	
	700	2	0	2	1	0	2	1	0	2	1	0	2	1	0	2	2	0	1	2	0	2	2	0	2	74	
	1050	3	0	3	2	0	3	2	0	3	2	0	3	1	0	2	2	0	2	3	0	2	3	0	3	112	
48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	55	
	530	2	0	2	1	0	3	1	0	2	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	78	
	700	3	0	3	2	0	3	2	0	3	2	0	3	1	0	2	2	0	2	3	0	2	3	0	3	105	
	1050	3	0	3	2	0	3	2	0	3	2	0	3	2	0	3	3	0	2	3	0	3	3	0	3	160	
VSX-II Cutoff Louver Shield - 4K BUG Data *Not to be used with KM																											
# of LEDs	Current (mA)	Т	уре	1	٦	Гуре	2	1	Гуре	3	Т	уре	4	T)	ype 4	1A	Т	уре	5	Ту	/pe 5	W	Ту	pe 5	WR	Watts	
		В	U	G	В	U	G	В	U	G	В	U	G	В	U	G	в	U	G	В	U	G	В	U	G	mano	
16	350	1	0	1	0	0	1	1	0	1	1	0	1	0	0	1	1	0	1	1	0	1	1	0	1	18	
	530	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	26	
	700	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	37	
	1050	2	0	2	1	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	56	
32	350	1	0	2	1	0	2	1	0	2	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	37	
	530	2	0	2	1	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	52	
	700	2	0	2	1	0	3	1	0	2	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	74	
	1050	3	0	3	2	0	3	2	0	3	2	0	3	1	0	2	2	0	2	3	0	2	3	0	3	112	
48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	2	2	0	1	2	0	2	2	0	2	55	
	530	2	0	3	1	0	3	2	0	2	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	78	
	700	3	0	3	2	0	3	2	0	3	2	0	3	1	0	3	2	0	2	3	0	2	3	0	3	105	
	1050	3	0	3	2	0	3	2	0	3	2	0	3	2	0	3	3	0	2	3	0	3	3	0	3	160	
VSX-II Cutoff Louver Shield - 5K BUG Data *Not to be used with KM																											
# of LEDs	Current (mA)	Т	Type 1		Type 2		2	Тур		be 3		Type 4		T	Type 4A		Type 5			Type 5W			Type 5WR			Watts	
		в	U	G	в	U	G	В	U	G	в	U	G	В	U	G	в	U	G	В	U	G	в	U	G		
16	350	1	0	1	0	0	1	1	0	1	1	0	1	0	0	1	1	0	1	1	0	1	1	0	1	18	
	530	1	0	1	1	0	1	1	0	1	1	0	1	0	0	1	1	0	1	1	0	1	1	0	1	26	
	700	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	1	0	1	37	
	1050	2	0	2	1	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	56	
32	350	1	0	2	1	0	2	1	0	1	1	0	2	1	0	1	1	0	1	1	0	1	1	0	1	37	
	530	2	0	2	1	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	52	
	700	2	0	2	1	0	2	1	0	2	1	0	2	1	0	2	2	0	1	2	0	2	2	0	2	74	
	1050	3	0	3	2	0	3	2	0	3	2	0	3	1	0	2	2	0	2	3	0	2	3	0	3	112	
48	350	2	0	2	1	0	2	1	0	2	1	0	2	1	0	2	1	0	1	2	0	2	2	0	2	55	
	530	2	0	2	1	0	3	1	0	2	1	0	2	1	0	2	2	0	2	2	0	2	2	0	2	78	
	700	3	0	3	2	0	3	2	0	3	2	0	3	1	0	2	2	0	2	3	0	2	3	0	3	105	
	1050	3	0	3	2	0	3	2	0	3	2	0	3	2	0	3	3	0	2	3	0	3	3	0	3	160	

### **Bug Rating -**

The subzones are individually rated on a scale from 0 to 5, going from lowest to highest luminous flex. The highest rating of a subzone is considered the overall rating for that zone, and these readings are compiled into the BUG lighting classification: for example, B3 U1 G0. The tables below, which are based on the standards established by the IES, show the thresholds for each subzone.



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#### **MAKO Unibody Frame**

- Eliminates Costly Crossarms
- 2X Stronger, ½ Weight of Competition

0

- Lowest EPA In Industry - (600K Lumens / 5.1 EPA)
- Revolutionary Impact Resistant Aluminum
- Ultra Corrosion Resistant

#### MAKO Module

- Custom Silicone Downlight Sport Optics
- · Eliminates Aiming / <u>Improves Uniformity</u>
- Full Cutoff and Dark Sky Compliant
- ¼ On-Field Glare of Competition
- Seamlessly Integrate White and Full RGB Color
- No Wiring

# mako ma



#### Snap-On Auxiliary Module

- Egress Lighting Fraction of the Cost - Integrated LFP Battery
- No Transfer Switch or Generator
- Auto Detects Loss in AC Power

#### **Universal Mako Mount**

- Flexible Connection For New & Retrofit Installations
- Mounts to Wood, Concrete, Steel
- Hassle-Free Snap-In Connection to Lighting Modules
- Installs in 1/3 Time of Competitors

### **MAKO Sports Lighting Solution**

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#### **MAKO** Driver

- Mission Critical Dual Redundancy Design
- Runs **30C** Cooler, **4X** Lifetime of Competition
- Field Replaceable *Without* Certified Electrician
- Future-Proof and Uppradeable
- Full Range 208-480VAC Input

### SCAN ME



Integrated Wireless Controls

- Cellular Connection Without the Recurring Cost
  Local and Remote Lighting Control and Scheduling
- 24/7 Monitoring and System Updates
- Dynamic Customizable Scenes
- Eliminates Commissioning Costs

#### **MAKO Spine**

- Fusing and Custom 100kA Surge Included
- Patented Quick Change Single Phase to 3-Phase
- Universal Mount for New and Retrofit Installatio
- Solid State Design Eliminates Field Wirin

